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8/29/94



AGREEMENT
 Between the
**WAYNE-WESTLAND
 EDUCATION ASSOCIATION**

and the
 Board of Education
 Wayne-Westland Community Schools

August 31, 1992 — August 29, 1994

Wayne-Westland Community Schools

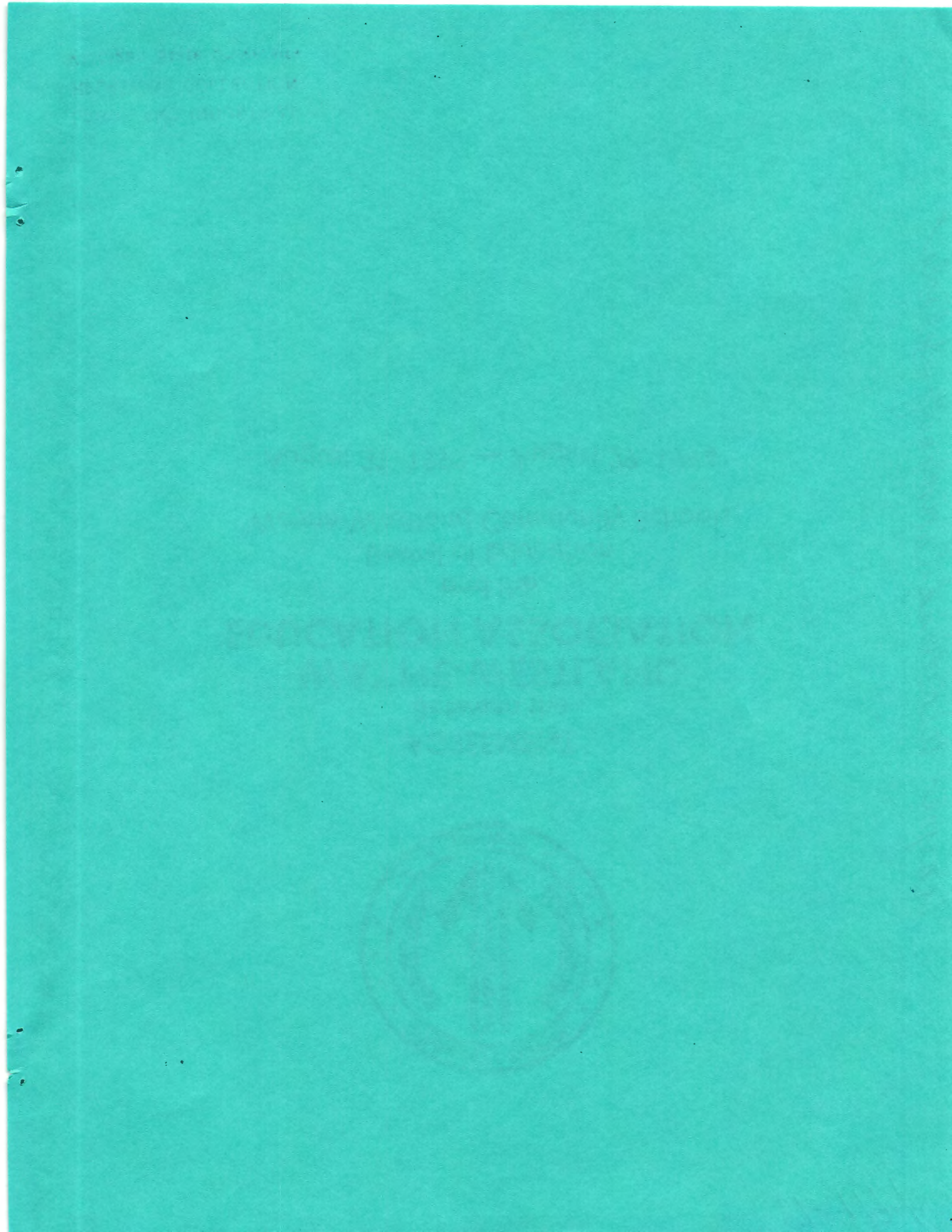


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This Agreement entered into this 28th day of September 1992, by and between the Board of Education of the Wayne-Westland Community Schools of Westland, Michigan, hereinafter called the "Board" and the Wayne-Westland Education Association hereinafter called "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Wayne-Westland Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching services, and

WHEREAS, the members of the teaching profession are particularly qualified to develop and recommend to the Board policies and programs designed to improve educational standards, and

WHEREAS, the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours and wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm by contract.

It is hereby agreed as follows:

ARTICLE I
Recognition

1.1

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, to represent and bargain for:

Bargaining Unit: All certified probationary/tenure teachers under contract or on leave with the district, all media specialists; all counselors, full or part time; school psychologists; speech pathologists; school social workers; homebound teachers; expressive arts teachers; learning consultants; project consultants, nurses; therapists; junior high school athletic directors; department heads; work study coordinators; special needs coordinators; coop coordinators; S.A.T. teachers; junior high reading/math consultants; alternative education teachers; elementary teachers in the Summer School Academic Program; all certified teachers teaching credit courses and counselors in Adult/Community Education and Summer School; Summer School Driver Education and SPARKEY.

1.2

Excluding: Superintendent, deputy superintendents, associate superintendents, assistant superintendents, administrative assistants to the superintendent, executive directors, directors, assistant directors, supervisors, coordinators, principals, assistant principals, all intern administrators, Data Processing Center operators, programmers, and analyst programmers, high school athletic directors per diem substitutes, all certificated and non-certificated personnel being employed on an hourly basis in the leisure time program in continuing education, and all non-academic summer school programs.

1.3

The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined. The Board agrees not to negotiate with any teacher organizations other than the Association for the duration of this Agreement.

1.4

This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.

1.5

Substantial alterations in the working and employment conditions of any teacher in the bargaining unit will be negotiated with the Association prior to adoption or implementation by the Board.

1.6

It is clearly understood by both parties, that the non-bargaining unit positions of Nurse Assistant, Occupational Therapist Assistant, and Physical Therapist Assistant, will not replace in whole or in part, any bargaining unit position of School Nurse, Occupational Therapist, and Physical Therapist.

1.7

Teachers in the Alternative Education Program will receive a regular teaching contract, including all rights and benefits of the WWEA-WWCS Collective Bargaining Agreement. These individuals shall be assigned to the appropriate step on the salary schedule in accordance with Article 19.2 and seniority as a contracted teacher shall be retroactive to August 31, 1992.

Alternative Education teachers placed into contracted teacher status will be considered probationary 2 for purpose of Teacher Tenure.

ARTICLE II Association and Teacher Rights

2.1

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will neither directly nor indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights covered by Act 379 of the Public Acts of 1965, laws of the State of Michigan and the United States; nor discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reasons of his/her membership in the Association, participation in any activities of the Association, participation in collective professional negotiations, or the institution of any grievance, complaint or proceeding under this Agreement.

2.2

Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under the Michigan General School Laws or other applicable laws and regulations. The rights and responsibilities granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

2.3

The Association and its affiliates shall have the right to use school building facilities and shall be subject to all provisions of the Board of Education policies regarding such use.

2.4

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All such representatives shall notify the building office of their immediate presence in the building.

2.5

Time on the agenda of regular staff meetings shall be granted to the Association, when requested.

2.6

No teacher shall be prevented from wearing or displaying insignia, pins or other identification of membership in the Association either on or off school premises. The Association agrees that the displaying of such identification will not deface the building.

2.7

The Association shall have the right to use the District mail system and bulletin boards provided that all such Association material is clearly identified and the Association accepts all responsibility for such material. The location of the Association bulletin boards shall be mutually agreed upon. Other communication systems may also be used by the Association upon mutual agreement by the parties. The Association office shall be a regular pick up delivery stop on the intra-district mail service, provided the WWEA Office is located within the school district.

2.8

The Association may use school equipment including typewriters, ditto machines, and other duplication equipment normally available to teachers. The Association may also use calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. It is understood that such equipment shall not be removed from school property. The Association shall pay the current cost of all materials and supplies incident to such use. Use of equipment other than that listed herein shall be with Administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal.

2.9

The Board agrees to furnish within ten (10) working days, all available information requested by the Association concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and

constructive proposals on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Timelines may be extended by mutual agreement.

2.10

Within a reasonable time prior to Board consideration and adoption and/or general publication of major new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy, the Board shall inform the Association in writing of such proposals and solicit the Association's opinion. Administration shall forward a copy of the Association's opinion to the Board prior to the meeting on the matter. When Board established committees, task forces, and other groups formed to study such major changes are to include teacher members, such teacher members will be appointed by the WWEA.

2.11

Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.

The private and personal life of any teacher is not within the appropriate concern or attention of the Board. None of the aforementioned activities shall disrupt normal school operations.

2.12

Disciplinary interviews and reprimands will be considered privately. Meetings between a teacher and supervisor which are called for the purpose of disciplining and/or reprimanding the teacher shall begin with an announcement from the supervisor clearly stating that the purpose of the meeting is for discipline and or reprimand. The supervisor shall also inform the teacher of his/her right to have an Association representative of his/her choice during any such meeting. When the affected teacher requests the presence of an Association representative the meeting/interview will not proceed until the representative is in attendance. At no time will this cause the meeting to be delayed more than 48 hours.

2.13

No teacher shall be disciplined or discharged by the Board without just cause.

2.14

Teachers against whom charges or allegations have been made which could lead to suspension, reprimand, and/or dismissal shall be provided copies of all allegations and charges at the time of a disciplinary meeting.

2.15

No disciplinary action shall result from a meeting characterized by the Board as non-disciplinary in nature.

2.16

Each teacher shall have the right to review the content of his/her personnel file. S/he shall have the right to have Association representation in such review. All such reviews shall be made in the presence of the Assistant Superintendent of Employee Services or his/her designated representative. Confidential credentials and other letters of reference sought at the time of employment are specifically exempt from such review.

The WWEA and the Board will follow all procedures as outlined in the Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978 MCLA 423.501 - 423.512. A teacher's personnel file may not contain a reprimand in excess of three years provided no additional reprimand occurs during the said three year period.

2.17

Wednesday afternoon following the teacher's regular work day shall be reserved for Association meetings. Teachers representing the Association as Executive Board members, Governing Board members, Grievance Committee members, and Bargaining Team members shall be allowed to leave their respective building fifteen (15) minutes after the close of the pupils' instructional day, except for school business which cannot be delayed. This dismissal time will not exceed four meetings per month.

2.18

The Board shall provide the Association with the names and addresses of all new teachers within one week of the receipt by the Employee Services Division of a signed contract. When a new teacher orientation occurs the Association shall have sufficient time on the agenda for presentation of items of mutual interest to new personnel and the Association.

2.19

Upon the request of the Association, the Board shall provide two reserved seats at any Board meeting for the use of the Association President and/or his/her designee.

2.20

Special conferences for important matters will be arranged between the Association president and the Board or their designated representatives upon request of either party.

Grievance hearings and bargaining sessions are not to be considered special conferences.

ARTICLE III
The School District's Rights

3.1

The Board retains the sole right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any reasonable rules, policies, and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District as long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in the Agreement, but only subject to the provisions of the grievance procedure.

3.2

The District shall establish a smoke free environment on all school property, effective July 1, 1993. As a result, smoking will be prohibited in all school facilities and on all school property.

To this end, the Board agrees to establish, at Board cost, a minimum of two (2) smoking clinics whose purpose shall be to assist current smokers to stop smoking.

ARTICLE IV
Membership, Fees and Payroll Deductions

4.1

Any teacher who is a member, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the United Profession (WWEA, MEA and NEA). Such written authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct such dues in equal biweekly installments from the regular salary of each teacher.

4.2

Agency Shop - Mandatory Deductions
Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of

duties join the Association, or pay a Service Fee to the Union, equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

4.3

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent service fee, the Board agrees promptly to remit to the Association said fees accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the United Profession, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provisions of this article and not otherwise available to the Board.

4.4

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, United Fund, summer reserve, approved insurance options, or any other plans or programs jointly approved by the Association and the Board.

4.5

As a condition of the effectiveness of this article, the Association agrees: to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs, that may arise out of or by reason of action taken by the Board for the purpose of complying with Sections 4.1, 4.2, and 4.3 of this Article.

4.6

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections 4.1, 4.2, 4.3, and 4.4 of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs of damages which may be assessed against the Board as the result of said suit or action, subject however to the following conditions:

1. The damages have not resulted from the negligence of the Board or its agents.
2. The Association has the right to choose the legal counsel to defend any suit or action. It is further understood by the

parties that the Board's attorney will be notified of any legal action and at the Board's request may assist the WWEA attorneys.

3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE V Teaching Hours and Class Loads

5.1

Elementary teachers shall not be required to report for duty earlier than 40 minutes before the opening of the pupils' school day and shall not be required to remain longer than 5 minutes after the close of the pupils' school day. During any week when a staff meeting is held after the pupils' school day teachers shall not be required to report for duty earlier than 15 minutes before the opening of the pupils' school day on the day following the staff meeting. Fridays or days preceding holidays or vacations the teachers' day shall end at the close of the pupils' normal school day.

Secondary teachers shall not be required to report for duty earlier than 15 minutes before the opening of the pupils' school day and shall not be required to remain longer than 30 minutes after the close of the pupils' school day except when required for necessary staff meetings. Fridays or days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.

5.2

The weekly teaching load in the secondary schools will be 25 clock hours of teaching per week consisting of 5, one hour sessions per day including passing time and 5 clock hours per week consisting of one clock hour of an unassigned preparation period per day, or 20 clock hours per week of teaching time, 5 clock hours assigned to study hall and 5 clock hours of unassigned preparation time per week consisting of one clock hour each per day.

5.3

Every effort shall be made to assign no more than two preparations at the secondary level whenever possible. Assignments of preparations at the secondary level will be made following the involvement of the current department staff.

5.4

The weekly teaching load in the elementary schools (K-6) will not exceed 25 pupil contact teaching hours. The 40 minute time peri-

od preceding the opening of the pupils' school day, referred to in provision 5.1 above, is a period provided to teachers for planning and preparation.

5.5

Ten half days shall be placed into the calendar to insure time for elementary teachers to evaluate students and programs, to plan and prepare for instruction, and to receive additional inservice training. These half days shall be allocated in the following manner:

1. Five half days for teacher planning and preparation
2. Three half days for records
3. Two half days for inservice

The use of two planning days for elementary expressive arts teachers will be determined by an Elementary Expressive Arts Advisory Committee, coordinated by an administrator from the General Education Department. The committee shall consist of one representative from elementary art, physical education, vocal music and instrumental music.

The use of two planning days for elementary special education teachers will be determined by an Elementary Special Education Advisory Committee coordinated by an administrator from the Special Education Department. The committee shall consist of a total of five (5) elementary special education teachers and shall represent various programs.

5.6

Elementary teachers will be provided one fifteen minute relief period daily by sharing recess. The teachers so relieved shall not be responsible for students during that period; however, if a teacher chooses not to share recess, and such choice results in teaching hours in excess of 25 hours, such excess shall not be subject to the grievance procedure.

5.7

- a. Elementary teachers will be provided three (3) forty (40) minute blocks of planning per week, not including the 40 minutes of before school preparation time.
- b. In the event grades K-6 are scheduled for art, vocal music and physical education in all schools, the following schedule will be adhered to:

ART: Grades K-6 will be allocated forty (40) minutes of art instruction per week. The concept of scheduling one art period biweekly for kindergarten students will be continued.

PHYSICAL EDUCATION: Grades K-6 will be allocated forty (40) minutes of physical education instruction per week. Kindergarten classes will be allocated two twenty minute sessions per week.

VOCAL MUSIC: Grades K-6 will be allocated forty (40) minutes of music instruction per week. For grades K-3 said time will be allocated in two twenty minutes sessions per week.

5.8

All teachers shall have a duty free lunch period, except in emergency situations. It is agreed that the Board will provide a lunch hour (60 minutes in duration) at all elementary schools and will provide a minimum of a half hour lunch at the secondary schools.

Elementary buildings will maintain the same lunch schedules for teachers as in the 1989-90 school year. They shall, however, be provided the opportunity to revote on changing to the 60 minute or the 30 minute lunch program for the 1991-93 school years. In a building, a majority vote of those voting shall be necessary in order to implement any change. The starting time for teachers, moreover, under the 30 minute lunch program shall be 9:00 a.m. until 3:00 p.m.

The vote will be conducted by the principal and the building WWEA building representative. A maximum of three (3) days will be provided for voting. A teacher, to be eligible to vote, must have a work assignment of 60% or more for the year in the building in which s/he would vote. Full time kindergarten teachers having split assignments will be eligible to vote in both buildings.

Staffs in buildings having shared administrators will be allowed to vote on the length of their lunch for the affected year.

5.9

Dismissal times for half days shall be consistent with that of full days.

5.10

Teachers having kindergarten assignments in two buildings and secondary staff assigned to at least two buildings who, because of class schedules are required to travel during lunch or preparation time shall receive a two percent (2%), per semester, contract rider based on the BA minimum and limited to general education classroom teachers.

In addition, secondary teachers who are assigned to a third or fourth building will receive an additional 2% of the BA minimum per semester for each building above 2 (two). Teachers with .8 (80%) schedules and paid as full-time employees shall be excluded from this subsection.

5.11

The district will continue the practice of first seeking volunteers for zero/first hour teaching assignments. In the event volunteers are not available, the lowest seniored teacher with appropriate certification will be assigned the zero/first hour

teaching assignment. Zero hour teachers required to attend staff meetings will be compensated one hour per meeting, in accordance with the Marshall Plan.

5.12

Teachers of vocal and instrumental music, art, and physical education at the elementary level and librarians at all levels shall be so scheduled that both relief and preparation time shall be at least equal to that of the classroom teacher at a comparable level. Adequate travel time shall be provided special area teachers.

5.13

1. All expressive arts teachers shall receive a minimum of one (1) thirty minute block of preparation time per day. This time shall be beyond their normal morning block of preparation time from 8:20 a.m. - 9:00 a.m. If this thirty minute block is attached to the teacher's lunch time, said individual shall have the flexibility of splitting the preparation time or adjusting his/her lunch time to provide for a thirty minute block. Within two weeks after the beginning of the school year, the teacher shall submit, in writing, to the building administrator, his/her choice of lunch period schedule as shown below. Any change in this schedule hereinafter, for the remainder of the school year shall occur only with mutual agreement of the building administrator and the teacher.

- a. 11:30 a.m. - 11:45 a.m. Planning
11:45 a.m. - 12:45 p.m. Lunch
12:45 p.m. - 1:00 p.m. Planning
- b. 11:30 a.m. - 12:00 p.m. Planning
12:00 p.m. - 1:00 p.m. Lunch
- c. 11:30 a.m. - 12:30 p.m. Lunch
12:30 p.m. - 1:00 p.m. Planning

The above language will only be in effect provided that a complete program of expressive arts as offered in the 1989-90 school year is provided.

- 2. Morning and afternoon expressive arts classes shall begin no earlier than 9:10 am and 1:00 pm, respectively. All other expressive arts classes shall have a minimum of five minutes between each class.
- 3. Expressive arts teachers shall teach no more than the equivalent of six 45 minute classes per day.
- 4. Vocal and instrumental music teachers shall continue the practice of preparing and presenting public performance programs. These programs will be a minimum of one program per building, but not to exceed two programs per year. The time, content and type of public program will be jointly determined

by the expressive arts teacher and the building administrator in the fall of each school year. In the event no agreement is reached, the expressive arts supervisor will make the final determination. Vocal and instrumental music teachers will receive \$200.00 stipend yearly for providing musical performances.

5. When possible, the expressive arts administrator shall continue to honor the teacher's choice in making building assignments and will attempt to schedule teachers into no more than two (2) buildings.
6. Any deviation from the contract regarding the scheduling of K-3 expressive arts classes must be mutually agreed to by the regular classroom teacher, the expressive arts teacher, the building administrator, and the General Education Department. A copy of any such deviation will be forwarded to the Association by the General Education Department.
7. Adequate travel time shall be provided with said time to coincide with the specific instance of travel, unless said travel time will reduce the teacher's schedule below thirty class sections. In such cases, travel time shall be granted at other time(s) in the schedule. Travel time shall be in addition to lunch and planning, unless agreed to by the expressive arts teacher and the WWEA.
8. Scheduled enrichment time can be used to plan for enrichment classes upon mutual agreement between the teacher and administrator. Enrichment will not be limited to one particular grade or grade level.
9. For the 1993-94 school year, the Board is committed to continue the six hour school day at the secondary level and is committed to continue the elementary expressive arts programs of vocal music, physical education, and art, if financially able.

5.14

The Board will continue, during the 1993-94 school year, to provide instrumental music if financially able.

ARTICLE VI Teaching Conditions

6.1

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure

the high quality of education. Under normal circumstances, the Board will insure that the use of District facilities will be scheduled during the normal school day in a manner that give priority to K-12 instructional programs. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that both the competency and energy of the teacher are primarily utilized to this end.

6.2

The following guidelines for class size and pupil-teacher ratio shall not be exceeded except when unusual circumstances, such as instructional innovations, limitations of available facilities, or other valid reasons dictate otherwise.

A. Elementary Schools

In the elementary schools, the ratio shall be thirty-five (35) classroom teachers per 1,000 students. In the primary grades (K-3), the class size shall be limited to 27 pupils. In upper elementary grades (4-6), the class size shall be limited to 32 pupils. Effective with the 1991-92 school year, class size for kindergarten shall be 26.

The Board shall notify the Association of any elementary classroom loads which exceed the maximum as set forth in the Agreement within forty-eight (48) hours.

Overloads shall be rectified in the following manner:

On the first day of the second week of school, an elementary classroom teacher who has a class in excess of the maximum in the contract, shall receive \$5.00 per day, per overload student to relieve his/her situation temporarily. This temporary rectification of overloads shall continue until the first day of the fourth week of school, unless the District decides to provide an additional teacher to relieve the situation.

On the first day of the fourth week of school, and for any overload occurring thereafter, the district shall rectify the situation in the following way:

1. Elementary classes that exceed the maximum by three (3) or more student shall necessitate an additional teacher.
2. For elementary classes that exceed the maximum by one or two students, the affected teacher may select from one of three reliefs:
 - a. The affected teacher will receive a full time aide.
 - b. The affected teacher will receive \$5.00 per day, per overload student. This payment will not exceed \$10.00 per day.

- c. The teacher may elect to receive no more than \$400.00 for the purchase of instructional materials and equipment to be utilized in the classroom. The affected teacher will receive \$200.00 for the first semester and an additional \$200.00 for the second semester, if an overload exists in the second semester.

The district, furthermore, shall adhere to a five day timeline to rectify any overloads occurring after the first day of the fourth week of school.

- B. The Board shall not exceed the following stated limits for elementary split level classes:

Grades 1-2	21 pupils
Grades 2-3	21 pupils
Grades 3-4	23 pupils
Grades 4-5	25 pupils
Grades 5-6	25 pupils

- C. Beginning with the spring of 1991, teachers in grades 1-6, together with their building principal, shall vote to accept or reject the following option for the determination of their building staff allocations for the ensuing school year. The decision to move to this option in lieu of subsection 6.2A above shall require a 75% affirmative vote of the affected teaching staff, including its principal. Notice of this determination will be sent in writing to the Employee Services office and to the Association no later than April 1 annually.

- 1. Staffing allocations shall be done in May for the ensuing school year based on the building's projected student enrollment, grades 1-6, divided by 26. The resultant quotient will determine the number of teachers to be allocated for that building for the ensuing school year, and the remainder of the above mathematical equation shall determine the number of building overload aides based on the following:

1-6 students	= 1 Building Overload Aide
7-13 students	= 2 Building Overload Aides
14-19 students	= 3 Building Overload Aides
20-25 students	= 4 Building Overload Aides

- 2. The above building allocations for teachers of grades 1-6 will continue in effect through the third Friday of the school year. The only staffing changes which will be made through the third Friday of the school year shall be the addition or deletion of Building Overload Aides based on the number of students being greater or less than the original student projection count for that building.

Student enrollment above or below the original projection, as the case may be, will be added to or subtracted from the remainder stated in Article 6.2C (1) above in order to determine the new building overload allocation.

3. Effective with the Monday of the fourth week of school, the building staffing allocation will be recalculated. Teaching staff allocations shall be determined by taking the previous Friday's student count, grades 1-6, and dividing by 26. The remainder of the above mathematical equation shall determine the number of Building Overload Aides for that affected building and when additional teachers will be hired on the following basis:

1-6 students = 1 Building Overload Aide
7-13 students = 2 Building Overload Aides
14-26 students = 1 Additional Teacher

It is understood that when the additional teacher is added, the Building Overload Aides are removed. In addition, the Board will not be required to hire or recall a laid off teacher after April 1 annually. In this instance, when an additional teacher is required after April 1st, the Board will, in lieu of hiring or recalling a laid off teacher, place a substitute teacher in the position for the remainder of the school year.

4. The classroom teachers of grades 1-6, as well as their principal, of each affected building shall also determine the number of grade level sections and the number of students in each class for their respective buildings. In the same manner, they shall determine the assignments of the BOLAs within their buildings.
5. The classroom teachers of grades 1-6 and their building principal may, by a 75% agreement, choose, in lieu of a BOLA, to receive one quarter of the BOLA's projected annual salary on a quarterly basis for instructional materials, supplies, and/or equipment. This decision may be reviewed and revised quarterly.

D. Secondary Schools

In the secondary schools, the ratio shall be 36.3 classroom teachers per 1,000 students. Class sizes shall be limited to a maximum of 33 pupils. In computing this ration only actual teaching periods are to be considered. Consultants, special education teachers, librarians, administrators and other professionals at the secondary level who do not contribute to the reduction of class size shall not be considered in computing the above ratio.

It is recognized that in physical education at the secondary level and in some music areas, class size may vary, depending

upon equipment, facilities and type of activity. If mutually agreed upon by the parties, special types of classes, such as physical education, music and study halls may exceed 33 students per teacher.

E. Secondary Schools - Special Conditions

Industrial Education: All classes shall be limited to 25 pupils except room #20 at Adams (7th grade I.E.) shall be limited to 20 pupils; woods and metals at Marshall shall be limited to 24 and 22 pupils respectively; at John Glenn, varityping class shall be limited to 7 pupils, vocational graphics shall be limited to 18 pupils, combined machines and welding shall be limited to 18 pupils per teacher; building trades II classes shall be limited to 15 pupils.

Art Instruction: All classes shall be limited to 25 pupils, except multi-level classes involving more than two levels per section which shall be limited to 23 pupils and glass blowing, which shall be limited to 10 pupils.

Science: Lab Science class sizes shall be limited to 28 students, except Room 328 at Wayne Memorial High School, which shall have a class limitation of 24.

Any non-lab science class will have a maximum student enrollment of 33 students per class, wherever the class may be held.

All English classes whose primary purpose is the teaching of composition skills shall be limited to 30 students for the 1990-91 and 1991-92 school years, and 29 students for the 1992-93 school year.

Computer Classes: Computer classes shall be limited to 28 pupils with no more than 2 students per computer. These classes shall have 2 more computers than the number needed to accommodate the student enrollment in the class.

Typing: Typing classes shall have two (2) machines more than the number of students in class according to the following:

Adams - 33; Franklin - 31; Marshall - 31; Stevenson - 33;
John Glenn - 33; Wayne Memorial - 33.

Home Economics: All classes shall be limited to 28 students per room for home economics at Adams and Stevenson while Franklin shall be limited to 26 students per room.

The following class enrollment limits shall apply to Marshall, John Glenn and Wayne Memorial:

- I. Cooking and Sewing Classes - 28 students per room
- II. Home Furnishing (projects) - 30 students per room
- III. Needle Crafts - 32 students per room
- IV. Academic Courses - (Home & Family) - 34 students per room

At Wayne Memorial, the Occupational Foods classes shall be limited to 15 students per section.

6.3

The ratio of students to counselor shall be 300-1. If this ratio increases, an additional full time or part time counselor shall be provided in the affected building(s) no later than four weeks subsequent to determination of said overload.

6.4

Each junior high school will have at least one full time secretary for the counseling department and each high school will have at least two full time secretaries for the counseling department.

6.5

The Board agrees to keep the schools reasonably and properly equipped with instructional materials and shall have such materials available at the opening of the school year except when unexpected conditions prevent compliance with this provision. Instructional materials used in the district shall reflect the multi-ethnic nature of our society and shall evidence sensitivity to prejudice, to stereotypes, to sexism, and to materials offensive to ethnic groups. Media centers shall be charged with the responsibility of seeking and maintaining material of this nature. Teachers shall participate in the selection of supplies, resource and instructional materials and tests.

6.6

While it is agreed that planning is an integral part of effective teaching, lesson plans shall not be routinely submitted for the perusal and attendant approval to any supervisor. Plans shall be available to the supervisor for planning and consultation upon request as well as in cases of teacher absences.

6.7

Security of school money shall be considered the Board's responsibility, and no teacher shall be required to keep any school funds in his/her desk, on his/her person, or in his/her possession.

6.8

All teachers require time, space and facilities to prepare materials and plan work. The Board shall provide in every school a teachers work area containing adequate equipment and facilities to aid in planning and preparation, including typewriter and duplicating machine. The work area shall be in addition to and separate from the faculty lounge facilities provided in each building. Telephone facilities shall be made available for reasonable use. Employees shall reimburse the Board for all personal toll calls. Employees shall report all toll calls on a form which will be provided by the Board. The principal is responsible for filing reports and including remittance for toll payments for non-school calls with the Business Office.

6.9

Properly maintained parking facilities shall be made available for school personnel during the school hours. School buildings will be cleaned on a scheduled basis and the responsibilities for said cleaning rests with the administration. The cleaning schedule of respective buildings will be posted in an appropriate location. The cleaning needs of kindergarten and SMI classrooms will be recognized in establishing cleaning schedules of respective buildings.

6.10

The Board shall provide:

- a. A separate desk and file cabinet for each teacher.
- b. Closet space for each teacher to store his/her coat, over-shoes, and personal articles.
- c. Adequate storage in each classroom for instructional materials.
- d. Teacher edition copies, exclusively for each teacher's use, of all texts used in the courses s/he is to teach. This provision also applies to student teachers where possible.
- e. A dictionary in each classroom.
- f. A sufficient supply of paper, dittos, pencils, chalk, and other classroom materials for the conduct of instruction.
- g. Updated reference materials.
- h. A protective outer garment (smock or shop coat) for teachers of special education, home economics, industrial arts, science, and art as a protection against excessive damage resulting from machinery, tools, materials used in their work or activities related to their work, if requested by the teacher.

6.11

Teachers shall not be required to perform tasks which endanger their health, safety or well being. The district will be in compliance with local, county, state, and federal statutes and codes.

Within one hour of a loss of electrical power, while students are in attendance, the administration will inform the staff of a plan of action. If necessary, school shall also be cancelled in buildings without heat or water.

In other instances, the Board shall determine when conditions warrant the closing of schools.

All teachers are required to report for duty at times when only a fraction of the school system may be closed down. In the event of an emergency when only some children are excused on a scheduled day of attendance, teachers will, when the condition of the building dictates, be reassigned to other buildings for the duration of the emergency.

Teachers will not be required to search for explosives.

Teachers will not be required to substitute when their school is closed down due to an emergency.

6.12

Professional Responsibilities

A. General - The parties agree that the supervision of students is an integral part of every teacher's duties. The teachers' day shall include supervision of students, attendance at scheduled faculty and faculty committee meetings, preparation for classroom responsibilities, availability for student and parent conferences, attendance at annual school open house (K-12) and kindergarten roundup where applicable. Attendance will be voluntary at PTA meetings.

B. Extra Curricular - The Association agrees that there are extra curricular duties which are an integral part of the educational program of the WWCS. The Association recognizes the necessity of faculty participation in these extra curricular activities. The building principal will notify the staff monthly of all known extra curricular events and staff personnel needs. Teachers shall have the opportunity to volunteer for these functions. If the principal has difficulty in securing volunteers for such extra curricular activities, the building staff advisory committee shall assist the principal. Members of the committee will then inform the staff of the problem and attempt to secure volunteers. At the same time the staff advisory committee is advised of such situation, the Association shall also be notified. Should the staff advisory committee fail in its efforts, the Association shall then use its good offices to alleviate these problems.

6.13

When a classroom is not scheduled for a regular classroom teaching assignment, it will be made available for expressive arts instruction.

6.14

Smoking shall only be allowed in a building's designated area/s.

6.15

Secondary teacher grades shall be due at the beginning of the second working day following the close of the marking period, except for the marking period at the end of each semester.

6.16

Teachers assigned to more than one building shall not have conference time in excess of other staff.

6.17

The parties recognize the affective nature of a counselor's responsibilities and agree that clerical duties, including attendance keeping, shall not be the primary focus of his/her daily activities.

ARTICLE VII

Professional Qualifications and Assignments

7.1

Teachers hired on a probationary or tenure basis shall either possess or be qualified for a minimum of a State Provisional Certificate and also meet other requirements of the laws of the State of Michigan. The Board will hire certified teachers with a minimum of a bachelor's degree and possessing a provisional, permanent or continuing certificate. The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this prime responsibility and the manner in which it may be fulfilled. The Association shall be notified of any such action.

The Board agrees that teachers employed by the Board, who hold annual authorizations, shall, as a condition of employment make every attempt to obtain permanent status through recognized work and/or study programs as per MCL 380.1233 and/or MCL 380.1233 (b).

7.2

The Board and the Association agree that affirmative steps must be taken to recruit teachers from various ethnic minority groups. Both parties agree that a highly significant part of the educational experience of children in today's society involves cross racial experiences. Part of that experience must be with ethnic minority group members who are educators. The Board shall:

1. Inform state college teacher placement offices that it is especially interested in receiving applications from ethnic minority candidates;
2. Contact colleges relative to interviewing and actively recruiting minority educators;

3. Draw upon the resources of the community relative to recruiting;
4. Advertise and publicize professional vacancies;
5. Cooperate with universities to provide increased numbers of minority group student/intern teachers among those placed in the district.

Discrimination against applicants for employment or employees of the school district on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap which does not impair an individual's ability to perform adequately in a particular position or activity is prohibited.

7.3

All substitute teachers employed by the Board shall meet the requirements of the Michigan Certification Code.

7.4

Teachers shall not be assigned outside the scope of their teaching certificate or their major or minor field of study.

7.5

All teachers shall be given written notice of their assignments for the forthcoming year no later than the second Monday in June. For elementary teachers such notice shall include building and grade level. For secondary teachers such notice shall include building, department(s) and a listing of probable courses to be taught. For Special Education personnel the notice shall include department, assignment within a department, and building(s). The notice for elementary expressive arts teachers and others assigned from Central Office, such as Learning Consultants, shall include building(s) assigned.

- A. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment will only be made upon prior consultation with the affected teacher, when possible, and only for reasonable and just cause.
- B. In the event that changes in a teacher's June assignment as to building are made after the June date, such changes shall be considered as involuntary transfers and shall be governed by Article 8.5 as herein provided.
- C. In the event that changes in a teacher's June assignment as to grade level or department or, in cases of Special Education personnel, assignment within a department and/or building are made after the June date, such changes shall be considered an involuntary transfer and shall be governed by provision 8.4 as herein provided.
- D. In the event the number of sections in a grade level(s) within an elementary building decrease, the affected teachers may change grade levels on a voluntary basis. If a voluntary

reassignment cannot be reached, the affected teacher(s) in the reduced grade level(s) shall have preference to remain in his/her current grade level(s) in descending order of seniority except for just cause.

- E. In cases of changes described above teachers shall be promptly notified, and when possible, consulted in advance of any change.
- F. Contracted teachers temporarily assigned as a substitute shall receive all rights and benefits of the collective bargaining agreement.
- G. The majority of students in a split level class will determine a teacher's grade level assignment within the building pursuant to this article.

7.6

In the event a teacher or teachers should wish to participate in a voluntary teacher exchange the following procedure will apply:

1. The final determination for an exchange will be made by the Employee Services Division.
2. Teachers wishing to teach in another assignment for one year would so indicate by contacting the Employee Services Division, in writing, with copies to their building principal and union.
3. Consideration would be given to date of request, applicable certification and finding two exchanges that are acceptable.
4. At the end of the year, teachers return to their home base building without loss of seniority or benefits as outlined in the Wayne-Westland Education Association Contract.
5. If a layoff or attrition occurs during an exchange, the exchange teacher will be shown at his/her home base school.
6. The exchange is voluntary and both teachers must agree.
7. It is preferable to apply in pairs, but not necessary.
8. Exchange commitment is for a full year--no posting rights.
9. A deadline for applying to be an exchange teacher will be determined yearly by the Employee Services Division.
10. Should all parties involved agree to a second consecutive year of exchange the exchange will become permanent beginning the third year.

7.7

Twinning The purpose of the voluntary Twinning Program is to allow two teachers to share a single full time assignment or to

allow an individual to teach a part time assignment for a school year. The Employee Services Division will make the final determination for twinning.

1. It is expressly understood that the pairing or part time single assignment shall not occur, if it results in the lay-off, involuntary transfer, or the attrition from a building of a full time teacher or if it prevents the recall of a laid off teacher.
2. Only teachers with two or more years of service in the Wayne-Westland Community School District shall be eligible for twinning.
3. To be eligible for consideration under this article, teachers must inform the Employee Services Department, in writing, by April 1. Assignments will be normally finalized by June 1, and teacher selection will be determined by certification and seniority.
4. Teachers may request who their partner may be for the joint position. A teacher may also apply on an individual basis.
5. If twinning occurs between two elementary teachers, the position of the paired team shall be the building position of the more senior teacher.
6. Positions vacated by a member of the paired team shall be considered for pairing for purposes of filling other requests under this article. Subsequent vacancies will be filled by a laid off teacher or posted, as the case may be.
7. The twinning position shall be effective for one school year. Individuals, however, may initiate a request to continue their pairing or part time assignment for an additional year.
8. At the conclusion of the school year, all teachers will return to the full time assignment they held the previous year prior to participating in the twinning program.
9. The building principal will have the opportunity to interview teachers who wish to twin in his/her building.
10. Requests for leaves of absences shall be granted, contingent upon replacement.
11. All other articles of the Master Agreement shall remain in full force and effect.
12. The first year, an employee twinning will receive a full year of seniority. If twinning is done for a second year or more, seniority will be provided at a rate equal to the time worked while twinning.

13. Twinning rotations for secondary shall be:

- a. Semester
- b. 60% full year
- c. 40% full year
- d. 60% Teacher A - 40% Teacher B full year
- e. 60% Teacher A - 40% Teacher B semester

14. Twinning rotations for elementary shall be:

- a. Semester
- b. Half days K-6
- c. Half time Kdg (singleton)

With regard to 14 (b), the teacher will utilize one of the following starting and ending schedules.

Schedule A/Hour Lunch

The a.m. teacher will report to work at 8:40 a.m. and depart at 12:30 p.m. The p.m. teacher will report to work at 12:00 p.m. and will depart at 3:50 p.m.

Schedule A/Half Hour Lunch

The a.m. teacher will report to work at 8:40 a.m. and will depart at 12:15 p.m. The p.m. teacher will report to work at 11:45 a.m. and will depart at 3:20 p.m.

Schedule B/Hour Lunch

The a.m. teacher will report to work at 8:55 a.m. and will depart at 12:45 p.m. The p.m. teacher will report to work at 11:34 a.m. and will depart at 3:35 p.m.

Schedule B/Half Hour Lunch

The a.m. teacher will report at 8:55 a.m. and will depart at 12:30 p.m. The p.m. teacher will report at 11:30 a.m. and depart at 3:05 p.m.

The principal, after meeting with the twinning teachers, will have the authorization to make the final determination on the use of Schedule A or Schedule B if there is no mutual agreement between the involved parties.

15. The program will operate on a cost basis as follows:

The Board will pay in full, all fringe benefits for WWEA members on twinning with the following exceptions:

- a. Those enrolled in either full family, individual/spouse, or individual health insurance will have their premiums prorated.

The amount to be paid by the Board will be determined by the percentage of time worked by the individuals.

- b. Those enrolled in both full family, individual/spouse, or individual health insurance and Delta Dental Plan Auto + will also pay the premium difference between Delta Dental Plan C and Plan Auto +.

ARTICLE VIII
Vacancies, Promotions, and Transfers

8.1

The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff which provide opportunity for promotion shall be posted on a designated bulletin board in each building along with a copy of such posting to the WWEA. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the Employee Services Office. Positions in the bargaining unit will be filled on the basis of experience, competency, qualifications of the applicant and length of service in the district. When experience, competency and qualifications are substantially equal, the applicant with greater seniority shall be given preference. One WWEA Building Representative in each building will receive a copy of each posting.

8.2

During the summer months when regular school is not in session, the Board will post in the Employee Services Office, all vacancies occurring in the bargaining unit, newly created positions, and positions occurring within the professional staff which provide opportunity for promotion. The Board shall also promptly provide the WWEA with a copy of each posting. The Board will maintain a recorded telephone message listing of all above mentioned vacancies. Said recording shall be updated on a weekly basis.

8.3

Requests by a teacher for transfer to a different building or position may be made at any time. Such requests shall be made in writing to the Employee Services Office with a copy to the WWEA unless requested otherwise by the teacher. The application shall set forth the school, grade or position sought, and the applicant's qualifications. Such requests shall be reviewed twice each year to assure active consideration by the Board. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a

request to transfer. Receipt of all applications and requests referred to in this article shall be acknowledged within five (5) working days.

8.4

Involuntary transfers may be effected only for reasonable and just cause. Ten (10) days prior to the effectuation of said involuntary transfer the Superintendent shall inform the affected teacher and the Association of the reasons for the transfer, except if the transfer results in the recall of a laid off teacher.

8.5

When involuntary transfers are effected for a necessary reduction in staff allocation, such transfers will be made on the basis of years of service in the district; that teacher in the affected building having the lowest seniority and applicable certification being transferred first.

8.6

After the commencement of the school year, all vacancies will be posted and filled according to the criteria stated in subsection 8.1 from those individuals who have applied in a timely fashion. Subsequent vacancies created by the filling of the initial posted position(s) will then be offered to the remaining applicants under subsection 8.1 criteria, but without posting.

Bargaining unit members who are offered and accept a position under this subsection will not fill the new position until the beginning of the next school year, provided such deferred placement will not prevent the recall of a laid off teacher.

A successful bargaining unit applicant who will not fill the position until the beginning of the next school year shall have all rights regarding the position, including layoff/placement rights and Article 7.5 rights, as if they had filled the vacancy immediately.

During the remainder of the then current school year during which the posting occurred, a new contracted teacher will be hired to fill the vacancy, if there is no teacher on layoff to be recalled.

The recalled teacher or new hire filling the vacancy for the remainder of the then school year will have no future claim to it, but shall be subject to re-assignment for the following year in accordance with the layoff/placement process; however, if no bargaining unit applicant had agreed to accept the position for the ensuing school year, the new hire or the recalled teacher, as the case may be, shall have current assignment rights to the position under the layoff/placement process.

It is agreed under this subsection that the Employee Services Department may refuse additional transfers from a building when a building staff, as of the beginning of the school year, has changed by 30% in any given year, not including a reduction of staff because of a loss of student allocations.

The Board is not precluded by this provision from transferring successful applicants during the year of the posting, if such transfer is acceptable to the Board and the transferring teacher. Teachers accepting a posted position will sign a letter of acceptance.

8.7

All positions vacated as of April 15 by a current teacher for the following school year, as a result of leave of absences, terminations, retirements, and/or additional allocations and new positions shall be posted at least 5 work days prior to the layoff/placement process, except for those positions covered by attrition in order to guarantee current assignment rights during the layoff/placement process. The positions remaining vacant after attrition takes effect shall be posted and filled under subsection 8.1 and prior to the layoff/placement process for the ensuing year.

Teachers accepting these posted positions shall have them considered as their current assignment during the layoff/placement process.

The positions vacated as a result of this subsection shall not be posted, but filled according to the layoff/placement process stated in Article 32.

8.8

All vacancies, openings, and/or new positions occurring after the completion of the layoff/placement process, but prior to June 1 shall be posted in accordance with Article 8.1, provided that such a posting does not violate a teacher's minimal displacement rights under Article 32 and further provided that such postings shall be made at least five (5) work days prior to being filled.

The positions vacated by teachers under this subsection shall then be filled in accordance with Article 33.1, as well as voluntary reassignment under Article 33.3.

Teachers accepting a posted position will sign a letter of acceptance.

8.9

The Board recognizes the aspirations of Wayne-Westland Adult/Community Education teachers to procure contracted positions. To this end, it will provide Wayne-Westland Adult/Community Education teachers access to positions for which they are certified in the following manner:

1. Wayne-Westland Adult/Community Education teachers shall be encouraged to apply for posted contracted positions.
2. Wayne-Westland Adult/Community Education teachers shall be given a credential review, an interview and equal consideration for posted positions. The Board, however, may hire a non-bargaining unit applicant for the assignment.

3. The granting of a contracted position to a Wayne-Westland Adult/Community Education teacher shall not supersede a contracted bargaining unit member's right to it under Articles 8.1, 8.6, 8.7, 8.8, 33.1, and 33.3.
4. The filling of a contracted position under this subsection shall be considered an internal transfer for purposes of this Agreement and shall not be in violation of Public Act 72 of 1986.

8.10

All vacancies, openings and/or new positions occurring after the last Friday in June and prior to the second Friday in August shall be posted in accordance with Article 8.1.

The positions vacated by teachers under this subsection shall then be filled in accordance with Article 31.1, as well as voluntary reassignment under Article 31.3.

Teachers accepting a posted position will sign a letter of acceptance.

ARTICLE IX Illness/Disability, Jury Duty

9.1

At the beginning of each school year, each teacher shall be credited with ten (10) sick leave days. In addition, the unused portion of each teacher's sick leave shall accumulate from year-to-year without limit.

Teachers employed after the beginning of the school year shall be credited, upon employment, with the appropriate prorata of ten sick leave days. For example, a teacher hired in November will be credited with eight sick leave days for the remainder of the year.

Teachers employed less than full time shall be credited, upon employment, with the appropriate prorata of ten sick leave days according to the time they work. For example, a teacher with a .6 assignment will be credited with six sick leave days for the year.

Sick leave for a part time teacher shall be debited from his/her paid leave account on a prorata basis according to the amount of

time s/he works. For example, a teacher with a .6 assignment will be debited .6 of a sick leave day for each work day on sick leave.

At the beginning of each school year, each teacher shall be credited with two (2) bereavement leave days to be used for death in the immediate family. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents or children. If additional days are required, use of sick days as noted in Article 9.2 b are permissible. Bereavement days shall not carry over from one year to another.

9.2

Sick leave may be used for:

- a. Bona fide incapacity to report for and discharge duties.
- b. Death in the family (husband, wife, children, parents, grandchildren, close relative and close associates).
- c. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two days is subject to administrative review and determination.
- d. Emergency visits to doctor or clinic.
- e. For reasons of maternity:

1. Under the sick leave provision it shall be the responsibility of the employee to provide the Executive Director of Employee Services with a written statement from her physician. The physician's statement must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the employee can continue full time employment in her position without (1) danger to the employee's health or that of the fetus, or (2) impairment in any way of the employee's ability to perform her duties.
2. The district in making provisions for the employee to continue working under medical approval will require that the employee waive any and all district liability other than negligence relative to the unborn child.
3. The effective date of absence for maternity reasons shall be the date specified by employee and her doctor.
4. Furthermore, it shall be the responsibility of the Employee Services Division to obtain a written statement from the attending physician specifying the date of delivery and the date the employee is able to resume full time duties in her position without danger to personal health and without impairment in any way of the employee's ability to perform her duties.
5. The date for returning to duty shall be the date specified by the employee and her doctor.

9.3

Teachers formerly employed by the district upon return shall be given 60% credit for the sick leave accumulated by them at the time of termination of employment.

9.4

Any teacher who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first 7 calendar days of such absence, the teacher shall be charged sick leave from his/her accumulated account or, if the teacher so requests, personal business leave. If the teacher has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the teacher's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for an additional 90 calendar days. Said teacher shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the teacher's incapacitation continues to the 15th calendar day and/or beyond, the teacher so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the teacher's incapacitation continues beyond the 90 day period stated in Article 9.4 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said teacher has used up all of his/her remaining sick leave and/or personal leave days.
5. For purposes of this subsection, "full salary from the Board" shall mean the individual's contracted amount. It shall not include extra work/extra pay contract riders, hourly paid Adult and Community Education assignments, or any other extra pay assignments.
6. It is also understood that the amount of sick leave and/or personal leave to be deducted from the teacher's account/s shall be rounded off to the nearest tenth of a day on the difference between the teacher's Workers' Disability Compensation check and his/her regular salary paid for by the Board. For example, if the Board's payment amounts to 50% of the teacher's regular salary, the teacher shall be charged 1/2 a sick leave and/or personal leave day.

9.5

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such duty of giving of testimony shall not be charged to the teacher's sick leave bank. Teachers may be required to give documentation to their immediate supervisors of their requirements to perform such duties. A teacher subpoenaed because of personal litigation must use personal business days for such testimony.

9.6

A teacher absent from his/her duties as the result of an assault while employed in school activities, and the assault is related to performance of duties, shall not have the absence charged against his/her sick leave accumulation.

9.7

For any absence which exceeds three (3) consecutive work days under the sick leave provision, the teacher may be required to submit verification of ability to return to work.

In the event there are chronic absences on the part of an individual teacher, s/he may be required to provide the Employee Services Division with written verification for future absence(s).

No request for verification due to chronic absenteeism shall be made, however, unless a teacher has been given prior written notice of his/her situation regarding chronic absenteeism.

9.8

Teachers shall not be charged a professional leave day when school has been cancelled because of inclement weather, except in those circumstances where the absence or notification of absence has been made more than three (3) calendar days prior to the cancellation of school.

Those teachers on extended professional leave shall be charged a professional leave day for absences occurring on days when school is cancelled because of inclement weather, provided that the affected teacher is paid for those absences and further provided that the knowledge of absence has occurred more than three (3) calendar days prior to the cancellation of school.

A currently employed teacher who is covered by an approved absence without pay on a day when school has been cancelled because of inclement weather shall be docked for his/her absence, provided that the teacher's request for absence has been made more than three (3) days prior to the cancellation of school.

An approved vacation day shall likewise not be altered even though school may be cancelled because of inclement weather, provided that the person is paid for that day and the day had been approved more than three (3) calendar days prior to the cancellation of school.

9.9

For purposes of determining a teacher's sick leave status, the Board, upon notice to the Association, may make a written request requiring him/her to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, it, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

ARTICLE X Personal Business

10.1

Teachers shall be allowed up to three (3) days per year for absences of a personal nature. Except in cases of extreme emergency or circumstances beyond the teacher's control (excluding travel by commercial carrier), absences immediately before or after a holiday will not be valid under this section. Prior notice, when possible, will be given.

Personal business leave cannot be used for the opening day of the firearm deer season.

10.2

During the course of a year, extenuating circumstances may require additional personal days. Additional days may be granted by the Board but only with prior approval. Such days will be charged to the teacher's personal sick bank.

10.3

Unused personal business days shall be added to the individual's sick bank at the end of the school year.

10.4

Teachers shall be permitted to be absent from their duties without loss of pay or leave days for taking selective service examinations.

**ARTICLE XI
Sabbatical Leave**

**11.1
Eligibility for Leave**

- A. On the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take sabbatical leave for the purpose of self-improvement and benefit to the school system through study or research. A planned program of travel may be substituted for study or research during those leaves granted at half salary.
- B. A maximum of one per cent (1%) of the professional staff may be on sabbatical leave at any one time.
- C. The Board of Education policy fulfills the conditions outlined in the General School Laws, State of Michigan, Section 340.572, revised 1959.

**11.2
Description and Purpose of Leave**

- A. Qualified staff members holding a life, permanent or continuing certificate may be permitted to choose between the two following alternatives:

	<u>Plan 1</u>	<u>Plan 2</u>
Minimum Consecutive Yrs of Service	7	7
Length of Leave	One Sem.	Two Sem.
Portion of Regular Salary Paid While on Leave	50%	50%

- B. Purposes may include formal study, research, and/or writing, travel and other reasons when, in the considered judgement of the Board, the professional competence of the staff member and the general welfare of the Wayne-Westland Schools will be benefited.

**11.3
Application and Procedures**

- A. A plan, in writing, must be submitted to the Superintendent by April 15 or October 15.
- B. It is then reviewed by the Evaluation Committee.
- C. The Superintendent reviews for possible recommendations to the Board.
- D. Board action.

- E. Notification of applicant, within 60 days, of approval or rejection.
- F. APPLICANT MUST THEN SIGN THE FOLLOWING WRITTEN AGREEMENT.

SABBATICAL LEAVE AGREEMENT

To: Secretary, Wayne-Westland Board of Education

I hereby acknowledge and agree to the following conditions for taking a sabbatical leave from the Wayne-Westland Community Schools:

1. A Sabbatical Leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent of Schools or his designated representative, and the Board of Education.
2. The compensation for the staff member on Sabbatical Leave shall be one half of the salary s/he would receive were s/he in active status for the period in which the leave is effective.
3. The payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salaries to other members of the professional staff. An employee on leave shall be responsible for keeping the business services and Employee Services Division notified as to his/her address or change of address, throughout the period of the Sabbatical Leave.
4. A Sabbatical Leave granted to a regular employee of the professional staff shall be adjudged a leave of absence from all school activities except for such compensation as set forth herein.
5. The employee granted a leave of absence pursuant to the Administrative Rules and Regulations of Wayne-Westland Community Schools shall be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools or his designated representative, with the approval of the Board of Education, and the employee may agree upon in writing. Such services and activities shall be consistent with the objectives and purposes of the Sabbatical Leave as stated in this Agreement.

An employee on Sabbatical Leave shall report to the Superintendent or his/her designated representative as follows:

6. The employee shall immediately request approval from the Superintendent for changes in the planned program of Sabbatical Leave as outlined in the approved application. Approval or disapproval will be in writing.

7. An interim report shall be filed at the midpoint of the period for which the leave is taken. This written report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
8. The Superintendent shall require, and the employee shall properly furnish, such additional written reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave.

All reports (interim and additional) shall contain adequate, pertinent, and explanatory information which will enable the Superintendent to ascertain, beyond any doubt, that the employee is fulfilling the responsibilities and obligations herein agreed.

9. In the event that the Superintendent shall find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum as paid to the employee by the Board shall become immediately due and all future payment shall cease. When an employee completes the planned program of leave, but does not return to the service of the Wayne-Westland Schools s/he shall, within two years after termination of sabbatical leave, repay to the Board of Education the amount received by him/her during the Sabbatical Leave.
10. Conditions for Sabbatical Leave set forth in the Administrative Rules and Regulations of the Wayne-Westland Community Schools are incorporated by reference and made a part of this agreement.
 - a. I hereby agree that I have read and understand the requirements, responsibilities and obligations set forth in this agreement.
 - b. I hereby agree that I will remain in the service of the Wayne-Westland Community Schools for a period of three (3) years immediately following my Sabbatical Leave. If, at the end of the Sabbatical Leave I do not remain in the employ of the Wayne-Westland Community Schools, I shall within two (2) years repay said Board of Education an amount of money which shall bear the same relation to the amount granted as the unexpired period of service bears to three (3) years, as follows: 1/22 thereof in two (2) months from the date of termination of such employment and 1/22 thereof each month thereafter until said above entire amount is paid in full. This rule does not apply in cases wherein the person becomes incapacitated to work or in cases where the rule is waived by the Board of Education.

Subscribed and sworn to before me

Signed

this _____ day of
_____, 19____
My commission expires

Notary Public
Wayne County, Michigan

11.4
Benefits

- A. Increments shall be counted during leave.
- B. Regular sick leave benefits shall apply.
- C. Leave time will count toward retirement in accordance with school code.
- D. Continuation of all negotiated insurance benefits.

Return from Leave

Upon return from Sabbatical Leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status, and pay provided all regulations of Sabbatical Leave have been fulfilled.

ARTICLE XII
Unpaid Leave

12.1

Military leave shall be granted to any teacher in conformity with state and federal statutes.

12.2

If Reserve or National Guard duty occurs during the school year, the teacher required to participate in a declared state of emergency shall be granted a temporary leave of absence. The employee will receive his/her regular salary minus that which s/he shall receive from the government service up to a period of eight(8) weeks. If an employee is required to serve the normal two weeks tour of duty and it falls within the regular school year, the employee will receive his/her regular salary minus that which s/he shall receive from the government for each school day spent in service.

12.3

Parental Leave

The Board of Education shall grant a leave of absence to a member of the bargaining unit upon written request to the Employee Services Division 60 days prior to the date of the commencement of such leave. This leave will be granted in accordance with the following:

1. A teacher who is pregnant will commence her leave at a time jointly determined by the teacher and her physician.
2. The leave of absence shall be for the remainder of the then current school year.
3. Parental leaves will be granted to an employee within one year of the time s/he adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family.
4. Parental leaves of absence may be extended up to one additional year, upon the request of the teacher. An extension request, however, may not be for partial school years.
5. Notice of intent to return from parental leave for an ensuing school year is the responsibility of the teacher and will be submitted, in writing, to the Employee Services Division by April 1, except in cases involving extenuating circumstances.
6. In cases of unusual circumstances and upon request of the affected teacher, the Board shall terminate the leave prior to its anticipated termination date. A teacher whose leave is so terminated shall be placed into the first available position for which s/he is eligible.

12.4

When a parental leave expires, the Board is obligated to assign the affected teacher to a position comparable to the position held by the teacher prior to the commencement of leave provided s/he has tendered timely notice of intent to return as provided in Article 12.3 (5), above.

12.5

To encourage inservice improvement of instructional personnel, a leave of absence for one or two year intervals, for the purpose of study, may be granted to teachers who have acquired tenure in the school district. If an extension is granted for the second year, seniority shall be frozen. No salary increment will be granted for said leave.

Such leave may include teacher exchanges, attending college, travel, foreign or military teaching programs, Peace Corps, Teachers' Corps, or Job Corps.

12.6

Extended health leave, due to physical and/or mental causes, not falling within sick leave policies, may be granted subject to the recommendation of the administration and approval of the Board.

Requests must be in writing and accompanied by a written diagnosis of the attending physician. If an extension is granted past the first year, seniority shall be frozen. No salary increment will be granted for said leave. Teachers returning from an approved health leave will be required to submit a medical report and recommendation from the attending physician as to their ability to return to their normal teaching assignments and related responsibilities.

12.7

Requests for extended health leave may be considered for renewal annually, provided that sufficient proof of the necessity is submitted. When an extended health leave expires, the Administration is obligated to assign the person to a position where there is a vacancy for which s/he is eligible. No salary increment will be granted for said leave.

12.8

For purposes of determining involuntary leave, the Superintendent, with the approval of the Board and upon notice to the Association, may make a written request requiring a teacher to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, the Board, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

12.9

Teachers returning from military, reserve and advance study leaves shall serve notice of intent to return from leave by April 1 of the school year in which the leave was taken if the leave is scheduled to expire during the months of June, July, August or September. Teachers returning from such leaves scheduled to expire at other times shall serve notice of intent to return at least sixty (60) days prior to the date of return. Such written notice shall be submitted in writing to the Employee Service Division. When a military, reserve, or advance study leave expires, the Board is obligated to assign the affected teacher to a position comparable to the position held by the teacher prior to the commencement of the leave, provided the teacher has tendered timely notification of intent to return as above provided. If a comparable position is not available s/he must be assigned to a position for which s/he is certified.

12.10

General Purpose Leave

A General Purpose Leave will be granted for a period up to one

year if such a request is made between the end of June and before August 10. Said position will be posted and filled by a transfer, provided a certified person applies via the posting process. During the school year, a General Purpose Leave will be granted for a period up to one year, provided a teacher is available to be recalled from layoff.

Such leave shall expire at the beginning of the next school year. No salary increment will be granted for said leave. A request for an extension may be granted for an additional year.

12.11

Teachers returning from any of the leaves mentioned in this article shall suffer no diminution of sick leave or personal leave days accumulated at the commencement of their leave, and will be placed on the salary schedule commensurate with their prior teaching experience plus any additional increments provided for in this article.

12.12

Failure to submit timely notification of intent to return from all leaves or failure to return to work upon the expiration of all leaves shall result in the individual's termination.

ARTICLE XIII **Association Leave**

13.1

A total of 110 days shall be granted to the Association for the advancement of the profession and Association business. Leave requests will be reviewed by the Employee Services Office.

Should this bank of 110 days be depleted, the Association may purchase up to 60 additional Association release days by paying the Board the daily substitute teacher rate for each additional day.

Twenty (20) of the 110 Association leave days each year of the contract will be made available for the exclusive use of Association coordinators for the purpose of curriculum work.

13.2

A leave of absence without pay shall be granted to any teacher upon application for the purpose of serving as an officer or staff member of the MEA or NEA. When a leave for this purpose ends, the affected teacher shall be returned to the assignment s/he occupied at the time the leave began, if vacant; if not vacant, then the affected teacher shall be assigned to an assignment comparable to that which s/he occupied at the time the leave

began. The affected teacher shall be placed at the same position on the salary schedule as s/he would have been placed had s/he taught in the District during the period of the leave.

13.3

The Board shall provide from the bargaining unit, a full time teacher consultant as determined by the Association to conduct business throughout the District pertaining to items of this Agreement. Upon completion of his/her assignment as a consultant, the person shall be reassigned to the same department and/or building s/he taught in prior to assignment under this section. Any salary experience increment and seniority earned during this assignment will be credited at full value.

ARTICLE XIV Teacher Evaluation

14.1

Probationary Teachers

The Administration shall organize an annual program of evaluation for all probationary teachers directed toward helping the teacher succeed in his/her respective assignment. This program of evaluation shall be uniform throughout the District.

- A. A minimum of three (3) observations shall be conducted by the Administration preceding each written evaluation, or a total of six (6) observations for each probationary year. It is agreed that observations may take place at any time during the teacher's work hours but three (3) observations prior to each written evaluation shall be for not less than 15 minutes each. The affected teacher shall receive a copy of each written evaluation.
- B. Two formal written evaluations of probationary teachers shall be made by the principal, assistant principal or assigned supervisor in each probationary year.

The first written evaluation shall be completed and forwarded to the Associate Superintendent of Employee Services via the Instruction and Planning Division and the Superintendent's Office one hundred (100) calendar days following the effective date of employment.

The second written evaluation shall be completed and forwarded to the Associate Superintendent of Employee Services via the Instruction and Planning Division and the Superintendent's Office ninety (90) calendar days prior to the end of the first probationary year.

The third written evaluation shall be completed and forwarded to the Associate Superintendent of Employee Services via the Instruction and Planning Division and the Superintendent's Office no later than 100 calendar days after the anniversary date (one year from effective date of employment).

The fourth written evaluation shall be completed and forwarded to the Associate Superintendent of Employee Services via the Instruction and Planning Division and the Superintendent's Office 90 calendar days prior to the end of the second probationary year. This evaluation will contain the supervisor's recommendation to the Superintendent relative to tenure status.

*New hires placed on the second year probation, having attained tenure status in Michigan but outside of the Wayne-Westland Community Schools, will begin with evaluation procedures of Step 3.

- C. No later than April 1 of each probationary year the final written evaluation report will be sent to the Superintendent covering each probationary teacher. Upon request, a copy will be furnished to the teacher. If the report contains any information not previously made known to the teacher and discussed with him/her, the teacher shall have the opportunity to submit additional information to the Superintendent. In the event that a probationary teacher is discontinued in employment the Board will advise the teacher of the reason thereof, in writing.
- D. The Probationary Teacher Evaluation Instrument is found in Appendix E.

14.2

Tenure Teachers

The Administration shall be responsible for a cyclical program of evaluation for all tenured teachers directed toward helping the teacher succeed in his/her respective assignment. Each tenured teacher shall be formally evaluated once every three (3) years of continuous employment.

If, for a valid reason, the school administrator fails to complete an evaluation during its scheduled cycle, the evaluation may be done the following year upon notice to the teacher and the Association.

- A. The total evaluation process for any individual teacher shall be completed during one-half of a school year unless extenuating circumstances occur. The WWEA and the Division of Employee Services will be notified of any such circumstances resulting in a delay or an extension of the evaluation process.
- B. Selection of teachers for evaluation shall be on a random basis. The first phase of the evaluation, however, may be

fulfilled on a voluntary basis if enough volunteers are secured; the remaining teachers to be evaluated will be chosen on a random basis.

- C. The evaluator will conduct a minimum of two and a maximum of four formal classroom observations which will be a minimum of thirty minutes in duration.
- D. A pre-evaluation conference between the evaluator and the evaluatee will be held a minimum of one week prior to the first formal classroom observation. At said conference the administrator and the teacher will determine the day and time of the observation and they will discuss any questions the teacher may have regarding the process.
- E. If any areas of evaluation as specified by the evaluation instrument are deemed less than satisfactory following any observation, a post-conference is mandatory. If all areas are evaluated as satisfactory, said post-conference will be held only if requested by either party. If no conference is held, however, the administrator and teacher will establish the time and date of the second observation.
- F. A post-evaluation conference will be held between the administrator and the teacher within ten (10) school days subsequent to the final formal observation. Extenuating circumstances may necessitate an extension of this timeline.

At said conference, a discussion including but not limited to the following areas will take place between the evaluator and evaluatee: the reason observed, the conclusions of the evaluator, the reactions of the teacher, the plan of action for improvement (if applicable), the establishment of the next observation date, (if applicable).

Within ten (10) school days subsequent to the final evaluation conference, a copy of the written evaluation will be given to the teacher evaluated. Both parties agree that the signature of the evaluatee on said document is required only to signify that said person received and read the copy and the said signature does not mean that the evaluatee necessarily agrees with the contents of the evaluation.

- G. If there is any item marked "unsatisfactory" on the written evaluation, the administrator conducting the evaluation must write out specifically what the areas of concern are. Said delineation may be included in the space provided on the evaluation form under "comments" or may be appended to the evaluation form.

Within thirty (30) days subsequent to receipt of the written evaluation, the teacher being evaluated may request a re-evaluation of the items marked "unsatisfactory". Said request will be in writing with copies sent to the Association and the Division of Employee Services.

If the teacher chooses to seek a re-evaluation of the areas of concern (those areas marked "unsatisfactory"), s/he will receive specific suggestions in writing from the evaluator as to how the unsatisfactory areas may be improved.

Said re-evaluation shall only encompass the areas of concern marked "unsatisfactory" on the evaluation instrument.

The re-evaluation shall be completed within one calendar year of the original evaluation.

All of the procedures and assurances provided for in the original evaluation shall also be provided for in the re-evaluation.

The evaluatee may request, through the Employee Services Division, to have a second administrator from within the School District participate in the re-evaluation. The original evaluator may be present during said process and s/he may consult with the second party during the process.

If the area(s) deemed "unsatisfactory" has been improved to the satisfaction of the evaluator during the re-evaluation process, said area shall be reflected as "satisfactory" in the final written evaluation to be placed in the employee's personnel file.

If, after the re-evaluation, the employee's performance is still deemed "unsatisfactory" in any of the areas of evaluation, it is incumbent upon the administrator to outline, in writing, a specific procedure of professional development and growth whereby the areas of concern may be corrected by the evaluatee.

An employee, may, at any time within the three year evaluation cycle, but not more than annually, request a re-evaluation for the purpose of opening for reconsideration any areas wherein said employee was marked "unsatisfactory" on the evaluation instrument. Any such evaluation will fall under the guidelines established above.

H. Any teacher voluntarily or involuntarily displaced from his/her current teaching assignment shall be allowed a minimum of a one semester delay in the evaluation process. Said delay shall be extended up to one year if mutually agreed upon by both parties. Requests for an additional extension of said timelines may be made, in writing, to the Associate Superintendent of Employee Services.

I. The Tenure Teacher Evaluation instruments are as follows and are found in Appendix E.

- o Tenure Teacher Evaluation Instrument
- o Counselor Evaluation Instrument
- o Student Services Evaluation Instrument
- o Teacher Consultant Evaluation Instrument

All four instruments have a rating scale as follows:

Unsatisfactory Satisfactory Good Outstanding

14.3

Teacher Consultants

- A. Teachers with minimum of 3 years of satisfactory teaching experience, including at least 1 year of teaching handicapped persons in a special education classroom wishing teacher consultant approval must request a teacher consultant evaluation by the 4th Friday of the current school year. The teacher must complete the Teacher Consultant Request Form and return it to the immediate special education program supervisor with a copy to the WWEA.

Staff members should review R.340.1790 of the Michigan Mandatory Special Education Code (PA 451) to be sure they qualify for teacher consultant approval.

- B. All teachers requesting evaluation will be notified of the status of their request no later than 10 days following the 4th Friday deadline.
- C. The number of teachers to be evaluated for consultants shall be limited to a maximum of six (6) per supervisor per year. This number may be exceeded, given extenuating circumstances.
- D. Applicants to be evaluated shall be selected on the basis of seniority. Those having the greatest seniority being selected first.
- E. The total teacher consultant evaluation and/or tenure teacher evaluation will be completed by March 15 of each school year unless extenuating circumstances occur. In these cases, the parties may mutually agree to extend the March 15 deadline.
- F. The evaluator shall follow the standards and procedures set forth in Article XIV in the evaluation of teacher consultant applicants.
- G. If the teacher receives, at a minimum, an overall satisfactory teacher consultant evaluation and Tenure Teacher evaluation, the Student Services Division will complete the forms necessary to request teacher consultant approval for the evaluatee and send them to the State Department of Education in time for placement for the next school year.
- H. If a teacher receives an overall unsatisfactory teacher consultant evaluation, s/he may request reevaluation on the areas marked unsatisfactory within 30 days of receiving the final consultant evaluation.
- I. A teacher undergoing a tenure evaluation will be evaluated only on his/her current position.

J. The Tenure Student Services Teacher Evaluation Instrument and Teacher Consultant Evaluation Instrument will be the only criteria for recommending Teacher Consultant status.

K. Placement into a teacher consultant position will be subject to all procedures as outlined in the WWEA-WWCSD Master Agreement.

14.4

Evaluation of the Elementary Expressive Arts Staff will be a shared responsibility between the building principal and the General Education Department with the primary responsibility lying with the building principal. The General Education Department designee may be responsible for the evaluation of the teachers in his/her area of expertise. The building principal will be provided the opportunity for input on said evaluation.

14.5

All observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

14.6

In the event the teacher feels his/her evaluation was incomplete or unjust, s/he may put objections in writing and have them attached to the evaluation report to be placed into his/her personnel file. All evaluations shall be based upon valid criteria for evaluation of professional growth. The Board encourages the Association's recommendations in regard to implementation and evaluation of professional evaluation procedures.

14.7

The primary responsibility for evaluating the self contained Special Education staff who are full time in a building rests with the immediate supervisor. If this building also has a general education administrator in charge, the evaluation will be a shared responsibility between the building principal and supervisor.

14.8

The evaluation for such personnel as social workers, nurses, speech and language specialists, psychologists, therapists, and teacher consultants who are assigned to more than one building will be the responsibility of the immediate supervisor with appropriate input from the building administrator.

14.9

Teachers will receive advance notification of the day and time of a formal classroom observation.

14.10

The evaluatee has the right to request Association representation of his/her choice to be present at any conference during the evaluation process.

14.11

Involvement in extra curricular activities shall not be a factor in evaluation.

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14.12

An evaluatee who teaches in more than one building may request written input from the administrator of his/her alternate building(s).

14.13

All procedures and instruments utilized in the evaluation process will be agreed upon by the Employee Services Division and the WWEA.

14.14

Nothing in this article shall prevent an administrator from making informal observations apart from any formal evaluations. It is understood that these observations are done openly and with the teacher's knowledge. Further, an administrator may discuss said observation with the affected teacher and upon the teacher's request, a written observation will be made available to the teacher.

ARTICLE XV Health Examinations

15.1

Upon initial employment in the district, there shall be a statement of physical ability to meet the needs of the position. A chest x-ray or other acceptable evidence of freedom from tuberculosis, proof of required immunizations, and the compulsory health examinations shall be filed with the Employee Services Office prior to starting employment.

15.2

Further physical exams shall be required as mandated by law or as outlined in Article 12.8 and 15.4.

15.3

In the event a teacher has had an extended illness or has required medical confinement, the Superintendent may request an additional physical/psychological examination prior to resumption of employment.

15.4

Each employee shall have a tuberculin test as governed by State Statute.

15.5

Medical forms for required physical examinations shall be made available in the office of each school in the district.

15.6

In the event physical exams after initial employment are required as mandated by law, teachers may receive physicals and any required laboratory tests free of charge at the office of the physician chosen by the Board. If the teacher wishes to use his/her own family physician the Board will pay up to \$50.00 of the difference between the fees covered by the teacher's insurance carrier and/or other agency, and the total cost of such physical exam.

15.7

Teachers will receive a tuberculin test free of charge if a special plan is provided by the Board. If a special plan is not provided by the Board, the teacher may use the physician of his/her choice and shall be reimbursed for the cost of such test up to \$20.00 once during the term of this contract. Teachers must submit a paid receipt indicating the cost of the test to be eligible for reimbursement. If the initial tuberculin test indicates the need for a followup x-ray the Board will reimburse the teacher for the difference between the cost of the x-ray and that covered by his/her insurance carrier.

ARTICLE XVI
Professional Behavior

16.1

The Wayne-Westland Board of Education agrees to operate the District in compliance with all federal, state and local statutes, rules and regulations. In addition, teachers shall comply with above stated statutes, rules and regulations and all Board policies, rules and regulations which are not inconsistent with the provisions of this Agreement.

16.2

A teacher shall at all times be entitled to have present a representative of the Association of his/her choice when s/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. At no time will this cause the meeting to be delayed more than 48 hours.

16.3

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be

subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association unless the teacher specifies in writing that the Association shall not be notified. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceeding against the offending teacher and so notify the superintendent.

16.4

Political activities of any teacher seeking or holding office or campaigning for a candidate shall be conducted outside the classroom and off school premises and outside working hours. School sponsored activities of a political nature must be approved by school officials. Teachers shall not use their students outside of class hours to enhance their political and private aspirations, unless approval has been obtained from the parents of these students and the principal has been notified before the occurrence.

ARTICLE XVII
Continuity of Operations

17.1

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. No teacher or the Association shall refuse to carry out normal work assignments during the period of this Agreement.

17.2

The Board and the WWEA agree that it will not knowingly, during the period of this Agreement, directly or indirectly engage or assist in any unfair labor practices as defined by the Public Relations Act.

17.3

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather. When schools are closed because of severe inclement weather, teachers shall be excused from duty.

17.4

Should a teacher be unable to report to work due to inclement weather, the day of absence shall be charged to the teacher's sick leave or personal business day bank. The teacher shall decide from which bank the day will be charged.

17.5

In the event that additional school days must be scheduled due to the loss of days as prescribed by the State of Michigan, the following will apply:

1. The days shall be scheduled beginning with the first day following the end of the school year.
2. The days shall be scheduled so that calendar events (exams, half days, etc.) are shifted to maintain the end of the year calendar.
3. By mutual agreement, the parties may schedule these additional days in a manner other than described above in 1 and 2.
4. It is clearly understood that no additional salary will be received for working the necessary day or days as required.
5. Prior administrative approval is required for the use of personal business days when make up days are designated.
6. A statement from a doctor may be required to verify illness taken during a make up day or days.
7. Employees scheduled to work additional days, i.e., counselors, co-op coordinators, psychologists, etc., will work the week immediately following the week in which days are made up. By mutual agreement, there may be a variation to this schedule.

**ARTICLE XVIII
School Calendar**

18.1

The calendars, as reflected in Appendices "A" and "B" shall include the following:

Starting and Ending Dates

Labor Day

Fall Recess

Thanksgiving Recess

Christmas Recess

New Year's Day

Mid Winter Recess

Good Friday

Easter Recess

Memorial Day Recess

Parent/Teacher Conferences
Record Days
Parent/Kindergarten Orientation Conferences
Elementary and Secondary Inservice Days
EP Days

18.2

A. Elementary Fall Parent/Teacher Conferences

No school shall be scheduled on Thursday and Friday of elementary parent/teacher conference week. The teacher will schedule parent/teacher conferences on Thursday. Any conferences not scheduled on Thursday shall be scheduled prior to Friday of this week and for a minimum of 5 1/2 hours beyond the contractual day. Friday of parent/teacher conference week shall be used by the teacher as compensatory time.

B. Elementary Spring Parent/Teacher Conferences

Elementary spring parent/teacher conferences shall be established. This pm/evening conference shall be scheduled on a Thursday and the teachers shall receive the subsequent Friday afternoon as a compensatory day.

A personal business day will not be granted without prior administrative approval on the morning of the Friday pm compensatory day.

For the spring parent/teacher conference, the teacher and the principal shall schedule individual conferences for parents of all students deemed as requiring such a meeting. All other parents of the teacher's students shall be notified by letter of availability of spring conferences and be given the opportunity to schedule a parent/teacher conference.

C. Five half days will be provided to kindergarten teachers for parent orientation conferences. Substitutes will be provided for the kindergarten classes during these times.

D. Secondary Parent/Teacher Conferences

Secondary building staff shall have the following options regarding parent/teacher conferences:

Option 1

First semester parent/teacher conferences will be held on a Thursday: 3:00 p.m. - 5:30 p.m. and 6:30 p.m. - 9:30 p.m. Teachers shall use the Friday immediately following these conferences as compensatory time.

Second semester parent/teacher conferences will be held on a Thursday: 3:00 p.m. - 5:30 p.m. and 6:30 p.m. - 9:30 p.m. Teachers shall use the Friday immediately following these conferences as compensatory time.

Option 2

First semester parent/teacher conferences will be held on a Wednesday: 3:00 p.m. - 5:30 p.m. and Thursday: 6:00 p.m. - 9:00 p.m. of parent/teacher conference week. Teachers shall use the Friday immediately following these conferences as compensatory time.

- E. Parent/teacher conferences, however, shall be implemented in the following manner in the 1993-94 school year should the District fail to provide a six hour instructional day to secondary students:

Secondary building staffs shall have the following options regarding the implementation of parent/teacher conferences:

Option 1

First semester parent/teacher conferences will be scheduled on a Thursday: 3:00 p.m. - 5:30 p.m. and 6:30 p.m. - 9:00 p.m. Teachers shall use the Friday immediately following these conferences as compensatory time.

Second semester parent/teacher conferences will be scheduled on a Thursday: 5:00 p.m. - 9:00 p.m. Teachers shall use the afternoon sessions of the Friday immediately following these conferences as compensatory time.

Option 2

First semester parent/teacher conferences will be scheduled on Wednesday: 3:00 p.m. - 5:30 p.m. and Thursday: 6:00 p.m. - 9:00 p.m. of parent/teacher conference week. Teachers shall use the Friday immediately following these conferences as compensatory time.

Second semester parent/teacher conferences will be scheduled on a Thursday: 5:00 p.m. - 9:00 p.m. Teachers shall use the afternoon sessions of the Friday immediately following these conferences as compensatory time.

18.3

It is the understanding of the parties that the 1992-93 and the 1993-94 calendars in Appendices A and B respectively, shall constitute the calendars for the 1992-93 and the 1993-94 school years

18.4

A bank of 200 days will be provided by the Board of Education for the express purpose of allowing teachers the opportunity to visit and observe programs that would enhance the District's curriculum. Visitation days shall be approved by the Division of Instruction and the building principal.

18.5

The counselor work year shall consist of seven additional days beyond the normal teacher calendar. The schedule of these days will be as follows:

- o four consecutive days the week before the opening of school.
- o three consecutive days in the week immediately following the last week of school.
- o exceptions to the above schedule may be arranged with the permission of the principal.

18.6

The school psychologist work year shall consist of five (5) additional days beyond the normal teacher calendar. These days will be worked following the end of the school year and prior to the opening of school the following year.

18.7

The co-op and work study coordinators' work year shall consist of ten (10) additional days beyond the normal teacher calendar. These days will be worked following the end of the school year and prior to the opening of school the following year.

18.8

Payment for days referred to in subsections 18.5, 18.6, and 18.7 will be based on Article 19.5 of the Master Agreement.

18.9

Sick day(s) and personal business day(s) utilization will be allowable for days worked by counselors, co-op coordinators, and school psychologists during the summer.

With the approval of the Building Administrator and the Employee Services Office, a counselor's, co-op coordinator's, or school psychologist's request to make up lost work day(s) as a result of illness or personal business during the summer will be honored. If the day(s) is made up, the individual's sick leave or personal leave bank will be credited.

ARTICLE XIX
Professional Compensation

19.1

The basic compensation for the period of this Agreement will be set forth below:

1992-93

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>DBL MA/Ed Sp</u>	<u>PhD</u>
1	26,305	29,060	30,965	33,735
2	27,910	30,855	33,460	36,190
3	29,615	32,730	35,940	38,715
4	31,390	34,735	38,450	41,185
5	33,295	36,900	40,935	43,705
6	35,355	39,175	43,420	46,195
7	37,525	41,550	45,910	48,685
8	39,745	44,125	48,400	51,170
9	42,210	46,785	50,915	53,675
10	44,785	49,660	53,395	56,160
11		52,755	55,895	58,670
12				61,420

These amounts are expressed in dollars.

1993-94

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>DBL MA/Ed Sp</u>	<u>PhD</u>
1	27,620	30,515	32,515	35,420
2	29,305	32,400	35,135	38,000
3	31,095	34,365	37,740	40,650
4	32,960	36,470	40,375	43,245
5	34,960	38,745	42,980	45,890
6	37,125	41,135	45,590	48,505
7	39,400	43,630	48,205	51,120
8	41,730	46,330	50,820	53,730
9	44,320	49,125	53,460	56,360
10	47,025	52,145	56,065	58,970
11		55,395	58,690	61,605
12				64,490

These amounts are expressed in dollars.

19.2

1. Effective with the day following the ratification of the 1992-94 contract extension by the WWEA and the Board of Education, a teacher who is re-employed or employed for the first time in the District, shall be given credit for all teaching experience under a provisional or permanent certificate in accordance with the following schedule:

4 years experience and under	1st step salary
5 years experience	2nd step salary
6 years or more experience	3rd step salary

2. Teacher re-employed or employed for the first time in the District prior to the ratification of this contract extension shall continue to receive experience credit as provided by the collective bargaining agreement in effect at the time of their re-employment or first employment by the District, as the case may be.

3. Notwithstanding the formula stipulated in subsection one, the Board may hire a certificated teacher or a licensed individual listed in Article 1.1 and place him/her on a higher salary step than dictated by that formula.

4. Hourly employed Wayne-Westland Adult and Community Education bargaining unit members hired or placed into contracted positions shall receive credit for Wayne-Westland Adult and Community Education bargaining unit experience on the following basis:

a. Current Adult and Community Education seniority hours divided by two (2) divided by fifty (50).

b. The resulting years of experience credit rounded to the nearest full year shall then be translated into placement on the salary schedule based on the formula stipulated in subsection one (1).

Example: Teacher "A" has 800 hours of Adult and Community Education seniority and is placed into a contracted position.

800 divided by 2 = 400 divided by 50 = 8 years of experience

Based on the formula in subsection one (1), Teacher "A" is placed on Step 3 of the salary schedule.

19.3

The B.A. salary schedule shall apply to all teachers possessing a baccalaureate degree from an accredited college or university. The M.A. salary schedule shall apply to all teachers possessing a master's degree from an accredited college or university. The education specialist (Ed.S) salary schedule shall apply to all teachers holding a master's degree and either: (1) thirty

semester hours of graduate credit in an academic discipline, for which an Ed. Spec. is not offered, i.e., history, English, chemistry, etc., (2) thirty semester hours applicable toward an approved doctoral program for which an Ed. Spec. is not available, (3) a Specialist in Education Degree from an accredited college or university or; (4) a school social worker with an MSW degree, 60 hours beyond the B.A. degree or a double masters degree. The doctorate salary schedule shall apply to all teacher's possessing a doctorate degree from an accredited college or university. (Ph.D, Ed.D, J.D., or L.L.D.).

It is mutually understood that teachers requesting specialist degree status as outlined in Article 20.3 number one (1) above, may use for credit up to, but not to exceed, six (6) semester hours of approved cognates.

Examples: If a teacher has earned twenty-four (24) semester hours of credit in one academic area (history) for which a specialist degree is not offered, and has six (6) semester hours of a related cognate (political science), they would be eligible to be placed on the Ed. Specialist salary schedule.

19.4

For each semester hour of credit beyond provisional certification granted from an NCATE accredited college or university or from an institution approved by an accredited agency recognized by COPA, and not to exceed thirty (30) hours beyond a degree whether earned prior to or subsequent to employment by the Board, \$30 shall be paid after the first block of ten (10) hours (\$300) has been earned. For school social workers hours shall be paid after the first block of ten (10) to sixty (60) hours of credit.

The full compensation per credit hour will be paid not later than the second pay in November for hours and/or new degree submitted by October 15 for those courses taken during the summer and the second semester of the previous year. No later than the second payday in March for hours and/or new degree submitted by February 15 for those courses taken during the first semester of the school year. Reimbursement for those hours and/or new degree will be prorated 50% for the balance of the school year. Reimbursement will not be in a lump sum but will be spread over the remaining pay days but must be shown as a separate entry on paycheck stub.

Requests submitted after October 15 and/or February 15 will receive consideration on the next reimbursement date.

Transcripts and/or verification of new degree must be submitted with the request for reimbursement. These forms are available in the school office.

It is mutually understood that as past agreement and intent, teachers requesting (per Article 20.4) reimbursement for

additional hours past their current degree, must have earned these hours after they have obtained their current degrees

Example: Teacher "A" received a bachelor's degree in June of 1970, in June of 1973, Teacher "A" had earned twenty (20) hours of graduate credit in history and was being reimbursed by the District for said hours. In June, 1975, Teacher "A" received a master's degree in guidance counseling and was placed on the master's degree salary schedule. None of the twenty hours earned in history before the master's degree would be paid hours beyond Teacher "A"'s master's degree. Graduate hours earned after June of 1975 would count for reimbursement of hours beyond the master's degree.

19.5

The salary schedules are based upon the regular school calendar as set forth in 19.1, and the normal teaching assignment/load as defined in this Agreement. For assignments in excess of the regular school calendars and the normal teaching load, teachers will be compensated at prorata of their base salary plus credit hours unless covered by other provisions of this Agreement.

Proration of salaries and pay dockings shall be based on the 183 day work calendar.

19.6

Teachers involved in extra duty assignments set forth in Appendix D, which is attached to and incorporated as part of this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation and in no case shall the extra duty schedule be considered part of the basic salary schedule.

19.7

Teachers required in the course of their work to drive personal automobiles from one building to another shall receive car allowance equal to the amount allowed by the IRS. The same allowance shall be given for use of personal cars for other approved business of the district. The teacher's request for reimbursement must be made according to Board policy and procedures published at least 30 days prior to implementation.

19.8

Salaries shall be paid in twenty-one (21) biweekly installments. The first installment will be paid on Friday of the first normal biweekly pay period after the teachers report for work at the beginning of a school year. The pay periods after the initial pay will be every other Friday for twenty more pay days subject to the exceptions listed in part (a) below:

- a. When a pay day falls during a holiday or recess, the employee shall receive his/her pay check (not post dated) on the last work day preceding the holiday or recess unless said pay day is in excess of one (1) week of the regularly

scheduled pay day. In such cases, the teacher shall receive his/her pay on the last work day preceding the holiday, but the check will be post dated for the regularly scheduled pay day.

- b. All adjustments in pay will be based on a factor of 183 work days. Therefore, any pay adjustment for starting after the school year begins or leaving before the school year ends will be based on one-one hundred eighty-thirds ($1/183$) of the contracted amount for each day to be adjusted. The same type of calculation will take place any time pay adjustments are made for other reasons.
- c. In lieu of 21 biweekly pays, the teacher may select a 26 pay option. His/her choice for the option must be made by August 1 for the forthcoming school year. Once the 26 pay option has been selected, the teacher will remain on said option unless s/he notifies the Business Office, in writing, by August 1st, for the forthcoming school year.

19.9

Part time secondary teachers shall be categorized on the following basis:

Category #1 - A category #1 part time teacher teaches four periods per day, five days per week and has 84 minutes per day, five days per week of unassigned time which shall be a combined preparation period and time before/after the students' instructional day. *Category #1 teachers shall receive compensation in an amount equal to the applicable salary step plus extra credit hours times .80.

Category #2 - A category #2 part time teacher teaches three periods per day, five days per week and has 60 minutes per day, five days per week unassigned time which shall be a combined preparation period and time before/after the students' instructional day. *Category #2 teachers shall receive compensation in an amount equal to the applicable salary step plus credit hours times .60.

Category #3 - A category #3 part time teacher teaches two periods per day, five days per week and has 40 minutes per day, five days per week of unassigned time which shall be a combined preparation period and time before/after the students' instructional day. *Category #3 teachers shall receive compensation in an amount equal to the applicable salary step plus credit hours times .40.

*No part time secondary teacher, whose before/after instructional day time is primarily before the instructional day, will be required to report for duty earlier than 15 minutes before the opening of the pupils' school day on Fridays or days preceding holidays or vacations.

Category #2 and #3 part time teachers as above described shall have their teaching periods scheduled consecutively. No part time secondary teacher shall be assigned at less than Category #3.

19.10

Part time elementary teachers shall be defined and compensated as follows:

Kindergarten - Teaches one session per day (a.m. or p.m.) and has twenty minutes of unassigned time before the pupils' day and five minutes after the pupils' day. Part time kindergarten teachers shall be compensated in an amount equal to the applicable salary step plus extra credit hours times .50.

Auxiliary Staff - (art, music, physical education, etc.)

Days Taught		Compensation
4.5	Applicable salary step plus credit hours	times .90
4.0	Applicable salary step plus credit hours	times .80
3.5	Applicable salary step plus credit hours	times .70
3.0	Applicable salary step plus credit hours	times .60
2.5	Applicable salary step plus credit hours	times .50
2.0	Applicable salary step plus credit hours	times .40

19.11

In recognition of extended service to the District, the Board agrees to provide teachers having ten (10) or more years of indistrict service additional compensation upon severance of employment. If severance is due to retirement or disability, the affected teacher(s) shall be paid an amount equal to 5% of the teacher's then current annual salary plus an amount equal to the teacher's accumulated total number of sick days multiplied by \$10. When severance of employment is due to other reasons, the affected teacher shall be paid an amount equal to the teacher's total number of accumulated sick days multiplied by \$10. For purposes of this article the sick days of a teacher accumulated while a part time teacher will be prorated on the same basis as part time teacher compensation as provided in Articles 19.9 and 19.10 above.

19.12

Both parties agree that the term "retirement" used in Article 19.11 of the Master Agreement means that: An employee must be eligible to receive Michigan State retirement benefits at the time of severance with the Wayne-Westland Community School District. Eligibility shall be based upon the Michigan Teacher Retirement System guidelines.

19.13

All other policies and practices as of June 17, 1966, relative to professional compensation not specifically stated herein shall remain in effect. The employer will discontinue paying the \$300

stipend to special education, reading, cognitive skills teachers who were employed after July 1, 1974.

19.14

Teachers who participate in continuing education programs which meet the criteria for awarding of Continuing Education Units (CEU) from institutional members of the Council on the Continuing Education Unit shall receive CEU credit to be converted into credit hours reimbursable as indicated in Article 20.4. Ten (10) contact hours of participation in an organized continuing education activity under responsible sponsorship, capable direction and qualified instruction equals one (1) CEU which shall be converted to equal 1/4 (one-quarter) credit hour. No credit will be given if the teacher has attended such programs during their contracted teaching times or if the cost to attend has been paid for by the Board.

19.15

Teachers placed under the education specialist (Ed.S.) salary schedule for thirty semester hours of graduate credit in their teaching discipline under 19.3 above shall not receive additional reimbursement under 19.4 unless these hours are applicable toward an approved doctoral program.

19.16

At the beginning of each school year, each teacher shall be credited with incremental experience and moved one step on the salary schedule until s/he reaches the maximum step of his/her pertinent salary lane.

If a person begins employment or is recalled to work on or before the first work day of the second semester, s/he shall be moved one step on the salary schedule the following September. If a teacher begins employment or is recalled to work after the start of the second semester, s/he shall receive no experience increment the following September. All previous credited incremental steps shall continue.

19.17

All teachers who have completed at least their fifteenth full year of employment as a certificated employee in the Wayne-Westland Community School District on June 15, will receive a longevity payment based on the following schedule. This longevity payment will be issued after June 15, but before July 1.

LONGEVITY SCHEDULE

<u>Full Years of Service</u>	<u>Amount</u>
15-19 years	\$ 700
20-24 years	\$1,250
25 or more years	\$1,800

19.18

Proration of Longevity

A teacher in year 15 must work the entire year for any longevity compensation. A teacher in year 16, 17, 18, or 19, not working the full year, will be paid on the basis of establishing a daily rate based on a 183 day payout. The established rate, using a \$700 factor, will be multiplied by days worked to determine final payout.

A teacher in year 20, not completing the entire work year, will revert back to the payout established for year 19. As indicated above, a daily rate based on a 183 day payout will be utilized. The established rate will be multiplied by days worked to determine final payout. A teacher in year 21, 22, 23, or 24 will use a \$1,250 factor establishing a daily rate based on a 183 day payout multiplied by days worked to determine final payout.

A teacher in year 25, not completing the entire work year, will revert back to the payout established for year 24. As indicated above, a daily rate based on a 183 day payout will be utilized. The established rate will be multiplied by days worked to determine final payout. A teacher in year 26 or more will use a \$1,800 factor establishing a daily rate based on a 183 day payout multiplied by days worked to determined final payout.

Teachers on sick leave will be considered as working. Unpaid leave time will not be considered as work time.

19.19

Fully certified vocational teachers who are required to have 4000 hours of work related experience in any portion of their teaching assignment will receive a four hundred dollar (\$400) stipend at the close of each school year. This stipend shall be paid on a pro-rata basis, if the affected individual does not work a full school year. In addition, the affected teacher must be in a pay status to receive the stipend.

ARTICLE XX
Insurance Protection

20.1

The Board shall provide, without cost to the teacher, MESSA group term life insurance protection to be paid to the teacher's designated beneficiary in the amount of \$50,000.

In the event of accidental death, the above mentioned insurance will pay double the specified amount.

20.2

Hospital-Medical Insurance

1. The Board agrees to provide full family hospital-medical insurance. The programs shall be MESSA Super Med 2/MC (Super Care 2), Care Choices (HMO), and the Health Alliance Plan (HMO). Employees not signing up for health coverage benefits will receive \$50.00 per pay up to a maximum of \$1,050.00 per year.
2. Effective July 1, 1991, the Board agrees to provide to teachers not covered by any other employer paid group hospital-medical insurance full family hospital-medical insurance. The programs shall be MESSA Super Care 1, Care Choices (HMO), and the Health Alliance Plan (HMO). Employees not signing up for health coverage benefits will receive \$50.00 per pay up to a maximum of \$1,050.00 per year.

On September 1, 1991, and every September 1 thereafter, the Board agrees to provide each employee signed up for Super Care 1 single coverage \$50.00. Those employees signed up for Super Care 1 two person or full family coverage will receive \$100.00 from the Board on September 1, 1991, and every September thereafter.

3. The Board may require each teacher to certify, in writing, that s/he is not covered by any other employer paid hospital-medical insurance. Any teacher who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the employer, all premium monies which the employer has paid for such benefits.

20.3

The Board agrees to provide full family MESSA Delta Dental Care Program, Auto + 100%/90% Class I coverage, 90% Class II coverage and 90% Class III (Orthodontic Rider 008), coverage for all teachers other than those who have dual dental insurance coverage.

The Board agrees to provide full family MESSA Delta Dental Care Program Plan C--50% Class I Coverage, 50% Class II coverage and 50% Class III (Orthodontics Rider 0-3) coverage for all teachers who have dual dental insurance coverage as a consequence of their spouse's employment either with the Board or elsewhere. The Board may require each teacher to certify in writing whether or not s/he has dual dental insurance coverage.

20.4

The Board shall make payment of insurance premiums for each employee to provide uninterrupted insurance coverage for each school year, ending August 31. Insurance coverage will become effective with the first day of employment.

Teachers who retire will have health insurance coverage cancelled at the end of the month in which s/he retires. S/he will receive a check from the Board in the amount equal to his/her State Retirement System premiums for health insurance coverage for the months of July and August.

20.5

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the teacher's fringe benefits, except for hospital-medical coverage, shall continue throughout the balance of the school year (September 1 through August 31). Hospital-medical coverage for teachers absent because of illness or injury who have exhausted sick leave accrual shall continue until they receive long term disability benefits.

20.6

The Board will provide all services necessary to enable the teacher to participate in tax deferred annuity programs mutually agreed to by the Association and the Board. Additional company(ies) will be added upon verification of 30 new contracts for that company, excluding roll overs. Each year teachers will be provided with five (5), two (2) week periods of time in which to make changes to tax deferred annuity programs without cost to the teacher. Changes to tax deferred annuity programs at any other time will cause a charge to the teacher of \$15.00 per change. The teacher who is signing up for deductions for the first time and those stopping deductions will not be charged at any time.

20.7

A teacher on parental leave, general purpose leave, advance study leave, extended health leave, approved non-pay status, or layoff may continue at his/her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the teacher's insurance coverage paid by the Board shall cease under Article 20.4 above and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

20.8

The Board shall provide, without cost to each teacher MESSA VSP III.

20.9

Effective August 31, 1987, the Board will provide, without cost to each teacher, a MESSA long term disability program. This program will provide for the following:

A.	Benefit Percentage	66 2/3%
B.	Maximum Monthly Income Benefit	\$3,500
C.	Qualifying Period	90 Cal Days - Mod Fill
D.	Maternity Coverage	Yes
E.	Pre-existing Condition Waiver (if 50 or more lives)	Yes
F.	Social Security Freeze	Yes

G.	Alcoholism/Drug Waiver	Yes
H.	Mental/Nervous Waiver	Yes
I.	Cost of Living Benefit	Yes
J.	Education Supplement Benefit	No

20.10

In accordance with the subsections of Article 20, the Board agrees to approve a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986 for the WWEA bargaining unit. This Plan shall be effective August 31, 1987, and mutually agreed to in a Letter of Understanding, which shall be considered part of this Agreement.

20.11

The Board will provide all services necessary, including payroll deductions, to enable the teacher to participate in the following programs: Verity Long Term Care and a legal insurance program mutually agreeable to both parties.

**ARTICLE XXI
Special Assignments**

21.1

Assignments for non-bargaining unit continuing education programs will be made by the Board on an annual basis. Preference will be shown to bargaining unit members, provided they are qualified to teach the subject and their regular work load permits.

21.2

The Board agrees to maintain, to the best of its ability, an adequate list of substitute teachers who meet the Michigan Teacher Certification Code. When a teacher reports that they are unable to report for work, the administration will arrange for a substitute teacher.

21.3

Teachers will not be required to supervise all or any portion of the students of an absent teacher, in addition to his/her own responsibilities, with the exception of an emergency condition. In such a situation, the supervisor will assign teachers on a rotational basis.

For purposes of this subsection, an emergency shall be defined as an unforeseen circumstance or set of circumstances which call for immediate action.

21.4

Teachers assigned student or intern teachers shall be known as cooperating teachers. Such cooperating teacher shall be tenure

teachers with at least three years teaching experience and possessing a Masters Degree or special course work in the supervision of student teachers. The acceptance of student/intern teachers shall be voluntary on the part of a cooperating teacher. Normally there will be a limit of one student teacher to each cooperating teacher per academic year. The Board shall provide the Association with a list of all cooperating teachers within a reasonable time after the names of such teachers are known.

21.5

The cooperating teacher at the secondary level shall have a major and/or minor in the field in which his/her student teacher or intern is doing his/her practicing.

21.6

Prior to the beginning of the term, a mutually planned orientation workshop with the cooperating teacher and with the cooperative institution will be held to discuss the responsibilities to the college and to the student, and the Board shall require the preparing institution to provide conferences with the cooperating teachers at least once each six weeks of the term.

21.7

The WWEA shall be involved in any future teacher training programs between any cooperative institution and WWCS which involve placing of student teachers or student interns. The final decision regarding teacher training programs lies with the Board of Education.

21.8

A substitute shall be provided for a counselor when it is known that s/he will be absent for five (5) consecutive days or longer. The Board shall provide a temporary substitute by the temporary assignment of a classroom teacher from that building, with the approval of the principal. If such a person is not available, the Board shall provide a temporary replacement through the temporary reassignment of a classroom teacher from another building or through a substitute teacher. In any case, however, the temporary replacement or substitute must be certified in counseling.

ARTICLE XXII

Student Discipline and Teacher Protection

22.1

The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

If it appears a pupil under a teacher's jurisdiction may require the attention of special counselors, social workers, law enforcement personnel, other professionally qualified persons, or whenever the presence of a particular student in the class will impede the education of the other students, because of severe disciplinary problems caused by said student, the administration will take prompt measures to assist the teacher during the crisis situation.

22.2

A teacher within the scope of his/her responsibilities may use such reasonable physical force as may be necessary to (a) protect himself/herself, the pupil, or others from immediate physical injury; (b) obtain possession of a weapon or other dangerous object upon or within the control of a pupil; (c) protect property from physical damage. School administrators and teachers will enforce the Student Code of Conduct.

22.3

School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted as described above. When, however, a teacher retains one or more pupils in his/her class who constitute serious behavioral problems, the Association and Board will review and determine a mutually agreeable disposition to the problem.

22.4

A teacher may temporarily remove a pupil from a classroom, when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases the teacher shall send the pupil to the school principal and furnish him/her, as promptly as his/her teaching obligations will allow, full particulars in writing. The student shall not be returned to the classroom until the teacher and an administrator have reviewed and discussed the situation and course of action.

22.5

Any case of assault or threatened assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will promptly provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Students threatening to assault or assaulting teachers shall be removed from class. The student shall not be returned to the affected teacher(s)' classroom(s) without a prior discussion between the affected teacher(s) and an administrator or his/her designee.

22.6

If a complaint or suit filed against any teacher as a result of any action taken by the teacher while in reasonable pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

22.7

In cases where a teacher is not found to be the responsible party by a court of competent jurisdiction, time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

22.8

No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

A parent may observe a teacher's class(es) upon approval by the building administrator, with a 24 hour notification to the affected teacher. In such case, the teacher may request the presence of an administrator during the parent's observation.

22.9

The Board shall reimburse any teacher up to one hundred fifty dollars (\$150) during the course of one year for the damage or destruction of clothing and/or watches, jewelry and eye glasses having a value of ten dollars (\$10) or more, provided such damage or destruction occurs on school premises, is connected with the execution of his/her assigned responsibilities, and was not occasioned by the negligence of the affected teacher.

ARTICLE XXIII Grievance Procedure

23.1

A grievance is a complaint submitted in writing by a teacher or the Association, hereafter referred to as the Grievant, involving any alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.

23.2

The term "days" when used in this section shall mean school days, or weekdays during summer recess. Time limits may be extended only with the mutual consent of both parties. Any grievance

filed by the Association or an individual must be initiated within sixty (60) days from the date of the incident which gave rise to the grievance.

23.3 .

All documents, communications and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants.

23.4

Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved by discussion and cooperation at their inception. When a cause of complaint occurs, the affected teacher shall request a meeting with his/her principal or immediate supervisor in an effort to resolve the complaint. The Association may be notified and present with the teacher at such meeting. The teacher may formalize his/her complaint by proceeding to level one.

23.5

Grievances shall be presented and adjusted in accordance with the following procedures:

Level one:

If a complaint is not resolved in a conference between the affected teacher and his/her principal or immediate supervisor, the complaint may be formalized into a grievance. It shall be submitted in writing within five days of the meeting with the principal and the teacher. A copy of the grievance shall be sent to the principal or immediate supervisor and to the Association. If a particular grievance arises in more than one school building, a copy shall also be sent to the superintendent. The principal or immediate supervisor shall within five days of the receipt of the grievance render a written decision. A copy of this decision shall go to the grievant, the Association and to the Superintendent.

Level two:

If the grievance is not resolved to the satisfaction of the Association or no decision is rendered, the Association shall submit the grievance to the Superintendent within five days of the decision or lack of decision. Within 7 days after submission of the grievance, the Superintendent or his/her designee will conduct a hearing. The Superintendent shall have five days after the conclusion of the hearing to render his/her written decision thereon.

Level three:

In the event the Association is not satisfied with the disposition of the grievance at Level II or has not elected the expedited grievance procedure as provided below, the grievance may be submitted to arbitration within 30 days after receipt of the written opinion. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall

have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

23.6

The Association, as its option, may process a grievance via the expedited grievance procedure outlined as follows:

1. The grievance shall be submitted in writing to the superintendent or his/her designee. Within five (5) days after submission, the superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.
2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the initial hearing between the superintendent or his/her designee and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.
3. The arbitrator shall have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

23.7

The expense of the arbitration shall be shared equally by the Board and the Association.

23.8

Any individual employee at any time may present grievances to his/her employer and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such an adjustment.

23.9

An individual may withdraw his/her grievance at any level without prejudice or record. However, if in the judgement of the Association or its representatives, the grievance presents an issue of importance, the Association may process the grievance at the appropriate level.

23.10

If any teacher in the bargaining unit (including the probationary teachers) for whom a grievance is sustained shall be found to have been unjustly discharged, h/she shall be reinstated with full reimbursement of all professional compensation lost from the date of discharge.

23.11

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned.

23.12

Grievances filed as Association grievances or grievances involving more than one building may, at the option of the Association, be initiated at level 11 of the grievance procedure.

23.13

For the 1991-92 and 1992-83 school years, the parties shall establish a mutually agreed to panel of five (5) arbitrators. An arbitrator shall be selected from this panel to hear and render a final and binding decision on Level 3 grievance submitted by the Association. The arbitrator in each instance shall be governed by the rules of the American Arbitration Association regarding the conduct of hearings.

At the end of the 1992-93 school year, either party may request to revert to the process established by the American Arbitration Association for the selection of arbitrators, which request shall be honored.

In order to implement this subsection, the parties will each submit a list of eight (8) arbitrators acceptable to it as a member(s) of the arbitration panel. If the parties fail to attain a list of five (5) mutually acceptable arbitrators, they will submit to each other a second list of eight (8) which contains different names from the original list, in order to complete the panel of five. If, after the aforementioned process, the panel has less than five (5) members, the parties can agree to mutual consent to have a panel with less than five (5) members. If the parties cannot agree to less than five (5) members, the selected members of the panel will choose the arbitrator(s) necessary to fill out the panel to five.

Upon the establishment of the panel, an arbitrator will be selected for an arbitration in the following manner:

1. The Association shall timely notify the district of its intent to file for Level 3 arbitration.
2. Within five (5) days, representatives from the Board and from the Association will select, at random, the name of an arbitrator on the panel. The representative will then call such arbitrator to establish an arbitration date. This date must be no more than 30 days, unless mutually agreed upon. Should the selected arbitrator not be available within these timelines, another arbitrator shall be selected in the manner described above in this paragraph. This process shall continue until an arbitrator is selected or the panel has been exhausted. If a panelist is not available within the guidelines and timelines set forth above, the parties shall select an arbitrator with the earliest date agreeable to the parties.
3. The arbitrator selected in the most recent arbitration will be ineligible for the next arbitration case.

4. Following the confirmation of an arbitration date, the arbitrator will notify both parties in writing.
5. In the event an arbitrator is no longer available for the panel, the parties will utilize the aforementioned process to select a replacement.

If, in the implementation of the above process, a mutually agreed upon number of arbitrators for the panel cannot be obtained, this subsection shall become null and void and subsection 23.5, regarding the selection of arbitrators through the American Arbitration Association shall be activated.

ARTICLE XXIV Additional Compensation for Extra Duty

24.1

Extra duty shall be defined as a service of an extended or extensive nature which is performed by teachers in addition to the regular contractual assignments.

24.2

Qualified applicants from the bargaining unit will have an equal opportunity to apply for all extra work/extra pay positions. If a qualified applicant from the bargaining unit does not apply, the position may be filled by a person outside of the bargaining unit for the remainder of that session. Upon vacation of a position, the position will again be posted per Article 8.1

24.3

Teachers shall not be required to accept additional responsibility during their planning periods.

24.4

- A. When possible, extra work/extra pay contract riders will be posted in the spring and filled by the end of the current year.

Extra work/extra pay shall be issued annually without provision for tenure.

If any teacher holding an extra work/extra pay position is not going to be re-hired for said position for the following school year, the Board shall notify the teacher verbally of the reasons for removal from the extra work/extra pay position at least 30 days before the end of the school year. If requested, the reasons for not being re-hired will be provided in writing.

- B. In instances where no applicants apply for a posted position at the close of the current school year, that position shall be re-posted the following September. The only exception would be for those positions which begin prior to the beginning of the school year. These positions will be posted during the summer and included on the district's summer hotline.
- C. In instances where a position is filled in the spring but vacated more than 21 days prior to the start of the affected season/period, the following shall apply:
1. If more than one bargaining unit member has applied for the original posting, applicants from the bargaining unit will be used without re-posting.
 2. If the bargaining unit member was the only applicant, the position will be re-posted.
 3. When only outside applicants remain on the list, the position will be re-posted.
- D. Job descriptions of the extra pay duties, as filed in the Employee Services Office and the Association Office, will not be altered during the life of the rider without mutual consent of the Board and the Association. The teacher shall read the duties and responsibilities of the related job description, attached to the contract rider, and so indicate on the contract rider.

24.5

The increment steps shall correspond to the number of years which the person has served in a particular extra-pay job up to the maximum allowed. Personnel who have previously held an extra-duty assignment shall be given credit on this schedule for the number of years they have served in this position up to the maximum allowed. A person who holds more than one extra-duty position shall be entitled to increments for each of those assignments for which increments are normally given.

24.6

A person who moves from an assignment to a similar assignment of a lower rank will be credited for the number of years experience at the original assignment.

24.7

Substitute teaching during the planning period, driver education, curriculum study of an extended nature, such as summer workshops and development of curriculum guides, and other work performed by teachers outside their regular assignments and not otherwise specifically covered in this Agreement shall be reimbursed at the rate of .085% of the B.A. minimum salary schedule existing in September of each of the three years of this Agreement. Said rates to be effective from September to the beginning of the next school year.

24.8

The compensation for teachers accepting extra duty shall be established as a percent (see attached Appendix C) of the B.A. salary schedule. The step on said salary schedule for the purposes of determining compensation for teachers accepting extra duty assignments shall be based on the number of years experience a teacher has obtained in directing the specific sport or activity in the Wayne-Westland Schools; credit will also be allowed in that specific sport or activity obtained from another school district. Teachers who have received credit in a specific sport or activity in the past, obtained from a source other than a school district, shall continue to receive this credit.

Compensation shall range from the first through the sixth step of the BA salary schedule. All participants shall be compensated consistent with their respective experience credit.

24.9

A. At the high school, department heads shall be appointed for the following departments:

1. English
2. Science
3. Mathematics
4. Social Science
5. Industrial Arts
6. Home Economics
7. Business Education
8. Fine Arts
9. Physical Education
10. IMC - Media
11. Counseling
12. Foreign Language
13. Special Education

The High School Department Heads will be compensated according to the Department Head Classifications.

B. At the junior high school, department heads shall be appointed for the following departments:

1. English/Foreign Language
2. Home Economics
3. Science
4. Mathematics
5. Social Studies
- **6. Athletic Director - Physical Education Department Head
7. Fine Arts
8. Vocational Arts
9. IMC - Media
10. Counseling
11. Special Education

The Junior High School Department Heads will be compensated according to the Department Head Classifications.

**The person serving as Athletic Director--P.E. Department Head at the Junior High level shall receive 8.5% of the B.A. minimum and one hour of released time.

C. In Student Services, department heads shall be appointed for the following:

1. 3.0 Elementary Schools - All Disabilities
2. .5 Preschool (EIP) - All Disabilities
3. .5 SMI/SXI
4. .5 OT/PT/Outreach
5. .5 Psychologists
6. .5 Social Workers
7. .5 Speech and Language

No release time will be provided for special education department heads.

Student Services Department Heads will be compensated at the rate of 8% of the B.A. minimum.

D. In The Vocational/Technical Center, there shall be three (3) Department Heads.

No release time will be provided for the three (3) Vocational Education Department Heads.

The three (3) Vocational Education Department Heads shall be compensated at the rate of 8% of the B.A. minimum.

E. In Instruction and Planning, Department Heads may be appointed for the following:

1. Learning Consultants
2. Foreign Language
3. Secondary Social Science
4. Math/Science
5. Language Arts
6. Home Economics
7. Vocational Education
8. Others as Needed

No release time will be provided for the Instruction and Planning Department Heads.

The Instruction and Planning Department Heads shall be compensated at the rate of 8% of the B.A. minimum.

DEPARTMENT HEAD CLASSIFICATIONS

Class I

Any department teaching 50 or more sections per week or having more than 10 full time teachers shall be classified as a Class I department and the department head shall receive one hour of released time and 7% of the B.A. minimum in additional compensation.

Class II

Any department teaching 25 or more sections per week or having more than 5 full time teachers shall be classified as a Class II department head and shall receive one hour of released time and 6.5% of the B.A. minimum in additional compensation.

Class III

Any department teaching less than 25 sections per week or having less than 5 full time teachers, shall be classified as a Class III department and the department head shall be compensated at the rate of 8% of the B.A. minimum, with no release time.

Exceptions

Any persons not covered above, but performing essentially the same function as a department head shall be compensated at the rate of 4% of the B.A. minimum.

The parties agree to a joint Association and Administration committee to review the current structure and delivery system provided by secondary department chairpersons under Article 24.9 for possible restructure, revision, and/or replacement.

The WWEA President and the Associate Superintendent of Employee Services shall appoint their respective members to this committee, which shall be equally representative of both parties.

The committee shall meet during the 1992-93 school year and shall present its report to the Association and to the District by May 1, 1993.

For purposes of the Committee's review, monies allocated under Article 24.9 for the 1990-91 school year shall continue to be allocated for any revised and/or replacement delivery system(s) for each of the ensuing years of this Agreement.

Any amendments to subsection 24.9 as a result of the Committee's recommendations shall be subject to the approval process of both parties.

24.10

Due to the changeable nature of the Extra Pay/Extra Work situation, both parties agree that periodic updating of this section is necessary. In order to implement this updating, the parties agree to meet in December to discuss and mutually agree to any necessary changes. It is further agreed that prior to the institution of currently unlisted extra duty/extra pay positions the compensation rates will be negotiated with the Association.

24.11

Compensation for assignments of a seasonal nature shall be paid in two equal installments; one at the approximate half way point and the other upon completion of the assignment. Specific pay dates shall be published no later than October 30th.

24.12

The staffing of junior high school lunchrooms shall be no less than one (1) supervisor for every 125 students. The high schools shall be no less than one (1) supervisor for every 150 students. Those secondary buildings with more than one cafeteria will have additional supervisors assigned as needed.

24.13

Effective with the 1991-92 school year, each high school coach(es) whose team or team participant(s) participate in a state level tournament, sponsored by the Michigan High School Athletic Association, will be paid 5% of their respective coaching rider for up to three (3) weeks of such tournament activity after the first week of participation.

ARTICLE XXV Curriculum Related Conditions

25.1

The Board shall provide for the orderly development and coordination of curriculum and instruction. Teachers will be involved in this function by participation in a district wide Curriculum Council. The Board shall retain the right to make final determination.

25.2

The Curriculum Council shall review and act upon all new curriculum programs or proposed changes to existing curriculum. Said recommendations shall go to the Superintendent for action. When required by state statutes or Board policy, said recommendation, along with the Superintendent's shall be presented to the Board of Education.

When Superintendent/Board action is not necessary, the Curriculum Council's review and action shall be the final step in the process.

If the Cabinet does not approve the recommendation of the Curriculum Council, the Council may appeal to the Board of Education.

25.3

The Curriculum Council shall meet no less than six times or more than ten times yearly. All meetings will take place after school. Teachers will be reimbursed \$30.00 per meeting.

In the event the Curriculum Council cannot meet time constraints during the normal school year, an emergency meeting(s) may be

called, to allow the Curriculum Council to act upon a new program.

At its first meeting of each school year, the Curriculum Council will establish:

Standing Committees
Ad Hoc Committees
Curriculum Council Procedures

In October, the General Education Department will publish and distribute Curriculum Council procedures and practices and membership of the above committees to Curriculum Council members, WWEA office and building administrators.

Membership will be limited to ten (10) teachers, two (2) WWEA Coordinators and ten (10) administrators.

Representatives shall include, when possible:

<u>TEACHERS</u>	<u>ADMINISTRATORS</u>
4 Elementary Teachers	2 Elementary Principals
1 Junior High Teacher	2 Secondary Principals
1 Senior High Teacher	1 Vocational/Technical
1 Voc/Tech Teacher	1 A/CE
1 Special Ed Teacher	1 Employee Services
1 A/CE Teacher	1 Special Education
1 Early Childhood	2 General Education
2 WWEA Coordinators	

Bargaining unit members shall be elected per WWEA procedures.

The Council will be chaired by the Associate Superintendent for Instruction and Planning/Designee who shall only vote in the case of a tie and is not one of the ten administrators.

A Curriculum Executive Committee composed of the Associate Superintendent for Instruction, the two (2) WWEA Coordinators, and two (2) Executive Directors from General Education shall meet prior to the Curriculum Council meetings to establish the agenda and to handle routine matters.

The WWEA building representative(s) or alternate will be responsible for communication between the Curriculum Council and building staff.

25.4

All new curriculum and proposed changes must be acted upon by Curriculum Council prior to review or adoption by the Board of Education. The process for curriculum changes shall include the following steps:

1. Review with building administrator, Department of Instruction and Planning or the appropriate district curriculum committee.

2. Present to affected department(s), or grade level(s), staff for their input and review.
3. Present to Staff Advisory Committee.

If approved by the Staff Advisory Committee, present to Curriculum Council.

If not approved by the Staff Advisory Committee, the initiator(s) of said curriculum may appeal said decision to the Curriculum Executive Committee.

4. District-wide curriculum shall go directly to the Curriculum Council for action once step 1 and 2 have been implemented.
5. Upon adoption of a new instructional program, the staff of said building(s) shall be provided (1) an awareness session for exploring the new program, (2) preservice training before implementation of the new program, (3) inservice training during the initial phase of implementation and as necessary thereafter.
6. When programs are considered by the Curriculum Council, a teacher and an administrator from the building will present the information to the Curriculum Council.

25.5

- A. All curriculum decisions during a given school year will be implemented the following year and will contain timelines for implementation and evaluation. Any deviations will be presented to the Curriculum Executive Committee.
- B. Implemented programs shall be evaluated by principal(s) and affected staff according to previously established timelines.
- C. Programs will not be fully implemented until necessary materials as prescribed in the approved program have been obtained or are available for use.

25.6

Attendance at and involvement in area, state or national conferences and/or committees shall be encouraged. To this end, the Board agrees to provide a teacher conference account of \$27,500.

Attendance at conferences will follow the procedures established in this subsection:

1. Request for attendance shall be cleared and processed through the office of the appropriate Associate Superintendent.
2. The reasons for attendance, supporting building, level, or departmental objectives must be included in the request for attendance.
3. Teachers attending a conference under this subsection will submit a written report to their immediate supervisor, and, if requested, an oral report regarding the conference.

4. A teacher attending a conference or meeting shall be granted sufficient leave time to attend without loss of compensation.
5. Travel, meals, lodging, substitute teacher costs, and registration fees, or portions thereof, shall be deemed appropriate conference expenses.
6. The Board will make every attempt to provide substitute coverage for teachers attending conferences Monday through Friday. It must be understood the primary responsibility of the Board is the covering of classrooms in the absence of a teacher for whatever reason.

25.7

All secondary teachers will participate in two (2) half days of inservice training.

25.8

Academic Freedom

Both the Board and the Union, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition and an appreciation of individual personality, are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for the teacher is granted.

No special limitation shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within the District's curriculum guidelines approved pursuant to this Agreement.

The teacher, in exercising academic freedom, shall interpret and use the writings of others and educational research with intellectual honesty and be cognizant of the intellectual maturity of the students and sensitive to the attitudes and beliefs of the community in instructional presentations.

Teachers shall be free to choose appropriate materials and teaching approaches and practices to achieve the educational goals and objectives of the District.

25.9

Freedom of individual expression will be encouraged, and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

25.10

Staff Advisory Committee

A staff advisory committee shall be established in each school building to assist in formulation and implementation of education policies and practices within the respective building. Membership of such committees in secondary schools shall be comprised of the building principal, department heads and a WWEA Building

Representative or designee. Membership of such committees in elementary schools shall be comprised of the building principal, a teacher elected from each grade level/unit, and a WWEA Building Representative or designee. Meetings may be called by the building principal, who will chair the staff advisory committee, or by a majority of the members of the committee. The building principal shall be present at all staff advisory committee meetings and shall have the final responsibility for establishing building policy.

It is agreed that the formulation and implementation of education policies and practices shall be within the proper scope of the School Improvement/Site Based Decision Making Team. When the School Improvement/Site Based Decision Making Team reaches consensus within these areas, the above paragraph shall not apply.

25.11

The instructional class period shall be free from unnecessary interruptions.

25.12

The paraprofessional shall not prescribe instruction for children.

25.13

The WWEA will have one representative on the Clearing House Committee. Timelines permitting, programs financed by state or federal funds will be presented to the Curriculum Council for action prior to implementation.

ARTICLE XXVI Special Services

26.1

National, State and Intermediate County Rules, Regulations, and Guidelines

The Wayne-Westland Community Schools' Board of Education agrees to operate all special education programs in compliance with state rules promulgated by the Michigan State Department of Education Special Education Services Division, PL94-142, and the Wayne County Intermediate School District guidelines for 1-mill reimbursement. The Wayne-Westland Community Schools' Board of Education reserves the right to operate in deviation to such rules when such deviation is approved as prescribed in the rules and in other state law guidelines.

26.2

Hygiene

The primary responsibility for meeting the hygienic needs of students will reside with support personnel. Teachers will continue to supervise all hygienic activities and support personnel within their classroom. Special Education teachers will continue to provide assistance and/or support if hygienic needs arise.

26.3

Administrative

By October 15 of each school year, each building principal, with assistance from the Student and Community Services Department, will publish and post in their building, procedures covering fire and weather evacuation plans, first aid and health emergency responses for students whose handicap prevents them from independent mobility or whose physical condition is fragile.

26.4

The therapist/client contact time shall not exceed 25 clock hours per week. The Board agrees to maintain a therapist to client ratio of at least one therapist for every forty clients. The therapist/client ratio shall be determined based on the guidelines outlined below:

1. In a homebase situation, a caseload of children requiring an active program, which shall normally be a half hour of service twice a week per child, will not exceed twenty-five clock hours per week.
2. A child bussed to the therapist's homebase for a session shall be included in the above twenty-five clock hours on the basis of one-half hour per session.
3. For therapists traveling to another building to provide services, the twenty-five hours contact time shall include:
 - a. Each building visited in a given day will be counted as a contact hour. This time may be used for travel, inservice, time spent with the child's teacher, set up and tear down of equipment, preparation.
 - b. In addition, each half hour of direct service will count as one-half (1/2); a child seen one-half hour every other week will count as a quarter (1/4) hour; a child seen once a month for a half hour will count as one-eighth (1/8) a contact hour.

The total of pro-rata student contacts will not exceed forty, but can be less than forty, if the therapists has filled the twenty-five contact hours.

26.5

The Board agrees to pay the annual license fee for physical therapists.

26.6

Any meeting called for the purpose of discussing a pupil's individualized educational planning or programming, currently being referred to as an IEPC, IEP, Child Study Team Meeting, in which the pupil's teacher(s)' attendance is required, either through legislative mandate or established policy of the District, Administration will:

- a. Give the teacher(s) notification at least five (5) working days prior to the meeting. Timelines stated herein may be waived by mutual consent of all parties involved.
- b. The teacher(s) shall be released from his/her class assignments through the use of a substitute for that portion of the meeting in which s/he or the student is directly involved.
- c. Teacher(s) will be compensated at the regular hourly rate for attending any meeting which cannot occur during the normal instructional day, provided such meetings have been approved by the Student Services Department.

26.7

Upon request, any special education teacher(s) required to observe students referred to the Student Services Department shall be released from his/her class assignment for one-half day for said observation.

When elementary classroom teachers are to receive a self-contained and/or institutionalized special education student the teacher will, upon request, be released from his/her class assignment a minimum of one-half day in order to observe the incoming special services students.

When secondary classroom teachers are to receive a self-contained and/or institutionalized special education student the teacher, upon request, will be released from his/her class assignment a minimum of one (1) hour in order to observe the incoming special education student.

Elementary and secondary teachers who are to receive an institutionalized special education student(s) will, upon request, be released for observation(s) as outlined above when there is foreknowledge and the opportunity to provide time for said observations.

26.8

Both parties agree that special education teachers shall not be assigned to or be considered members of a subjects area department on the secondary school level and, furthermore, that they shall not be required to attend subject area department meetings.

26.9

A. All self-contained special education students K-6 (POHI, EMI) shall be weighted as "2" during such time that they are placed into general education.

B. A secondary teacher who has three or more students each receiving three hours or more of special education per day shall receive an overload aide for that class period. This subsection (B) shall be in effect and shall have a cap of one aide per secondary building, excluding the William D. Ford Vocational/Technical Center, for the second semester of the 1990-91 school year. For the 1991-92 and the 1992-93 school years, this limitation of one shall be removed.

No TC/resource room student shall be counted as weighted.

No student shall be weighted when s/he is decertified and/or returned to general education 100% of the time.

The above weighting language will provide the following staffing for the duration of this contract.

Elementary - Four (4) Student Assistance Teachers

Secondary - Four (4) Reading/Math Teacher Consultants

26.10

Mainstreamed students shall be scheduled into classes in such a manner as to effect an equal distribution of work responsibility among the teaching staff.

26.11

The Board agrees to provide paraprofessional support to assist all teachers of Physically or Otherwise Health Impaired (POHI) and Visually Impaired (VI) students.

26.12

The Board agrees to provide paraprofessionals to assist special education teachers as specified in Public Act 451. The Board agrees to make every effort to provide qualified substitutes for special services paraprofessionals who are absent from their duties.

26.13

The parties recognize that children having special physical, mental and emotional problems may require testing and training in specialized classroom experience. Teachers believing that such students are assigned to their classrooms shall request consideration of such students through referral procedures. The building principal will assist the teacher in providing an appropriate environment for the education of the student.

26.14

Incoming general education staff new to special education shall receive two (2) half days for inservice orientation training within the first month of the assignment, or a paid inservice day prior to the start of school.

26.15

Teacher Consultant - Resource Room Teacher caseloads shall be developed from no more than two buildings. In the event of overloads, a Teacher Consultant - Resource Room Teacher may receive a third building assignment when his/her total caseload is less than 20. In no case may a person's caseload extend beyond three buildings.

26.16

Special education teachers shall not be expected to do special education bus duty unless on a voluntary basis.

26.17

Teachers in the EIP Program shall receive release time which shall be allocated in blocks of no less than thirty (30) minutes. Any release time remaining which amounts to less than thirty minutes will be scheduled wherever possible.

26.18

Special Services - The duties and/or responsibilities of any special education staff member shall not be increased, or transferred to persons not covered by this Agreement except under the following conditions:

In emergency situations, the responsibilities of the teacher consultants, nurses, physical therapists, occupational therapists, psychologists, social workers, and speech and language teachers may be subcontracted to person(s) outside the bargaining unit on a temporary basis if the following conditions are met:

- a. Bargaining unit members who possess the skills or qualifications to perform the needed work cannot accept additional responsibilities.
- b. The skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time.
- c. The job has been offered and refused by appropriate bargaining unit members.
- d. Referrals to outside agencies for ongoing personal therapy or counseling; referrals to outside agencies for evaluations which can be obtained at no cost to the District; and referrals to outside agencies for evaluations and/or recommendations for objective, neutral, third party opinions will be excluded from the above process.
- e. Additional responsibilities herein provided performed by teachers outside their regular assignments shall be reimbursed at the rate of .85% of the BA minimum salary schedule existing in September of each of the three years of this Agreement. Said rates to be effective from September to the beginning of the next school year.

26.19

No certified speech and language teacher assigned outside of the speech and language department will be given speech evaluation and speech therapy responsibilities. The exception to this requirement will be those persons assigned to the speech and language subdepartment in the Early Intervention Program. In that instance, these teachers will be allowed to provide EIP speech services based on the student's individualized Educational Plan.

26.20

It is clearly understood that special education teachers assigned to secondary buildings will follow the secondary schedule concerning lunch, preparation time, starting and ending times: Special education staff assigned to elementary buildings will follow elementary schedules.

26.21

Medical Services - It is recognized that some students may require special medical or quasi-medical services in order to receive their education. In such instances, the Wayne-Westland Community Schools Procedures and Practices: Special Medical Procedures, shall be adhered to prior to any implementation.

Whenever possible, parents of students who require special medical (or quasi-medical) procedures shall provide for such care outside of the school setting. Should a parent feel that such care is required at school, in order that the student be provided an equal educational opportunity, the district will proceed with the following guidelines.

1. The parent of the student shall put his/her specific request in writing. The parent shall also document the request with a physician's supportive statement with detailed instructions for service.
2. The school nurse will investigate and evaluate the request utilizing input from the professional staff (including the classroom teacher) and medical sources, and present his/her findings to the administration.
3. The administration shall then, where appropriate, consult with the district's consulting physician and attorney before honoring or rejecting the parent's request for service. The district will consider the amount of time and skill the procedure takes before making its decision.
4. Should the district honor the parent's request for service, it may, at its option, require the parent to provide professional inservice to its appropriate staff members.
5. The district's commitment to provide such service, once implemented, is always open to re-evaluation should unforeseen problems arise.

6. Professional staff members may appeal any decisions reached through this process to the Executive Director/Student Services.
7. Should a student require medical or quasi-medical procedures pursuant to this provision, the individual responsible for administering or providing said procedure will be designated/incorporated in the MET/IEP reports. This person/persons shall have been a part of the MET/IEP, agree to this decision and shall be properly inserviced as to the procedure involved. If there is any disagreement as to who should administer this procedure, the final decision would be made by the Superintendent of Schools or his/her designee.

*Routine, uncomplicated intermittent catheterization, postural drainage and intermittent ostomy type apparatus care probably would not require the district to consult either with its physician or attorney before making a decision. Gastrostomy feeding, nasogastric feedings, tracheotomy suctioning and care, oxygen, continuous ambulatory peritoneal dialysis, and other procedures definitely will require such consultation before a decision is reached.

26.22

Teachers shall not be responsible for the entry of student data on computers.

26.23

Social Workers

The number of school social worker positions in the district shall be based on the following formulas: excluding center programs, there shall be one school social worker for each 2,500 students enrolled in K-12. If this ratio increases in excess of ten percent (10%), an additional part-time social worker shall be provided no later than four (4) weeks subsequent to determination of said overload.

School Psychologists

The number of school psychologists in the district shall be based on the following formulas: excluding center programs, there shall be one school psychologist for each 2,700 students enrolled in K-12. If this ratio increases in excess of ten percent (10%), an additional part-time school psychologist shall be provided no later than four (4) weeks subsequent to determination of said overload.

26.24

Speech Pathologists

Individual teacher caseloads shall not exceed sixty (60) different persons and shall be adjusted based upon the severity and multiplicity of the students' handicaps. Adjustments in caseload shall be made following Fourth Friday.

T.S.L.I. caseloads shall be developed from not more than three (3) buildings. IN the event of overloads, a fourth building may be assigned. In no case may a teacher's caseload extend beyond four (4) buildings.

26.25

The parties agree to the Regular Education Initiative statement and procedures found in Appendix E.

ARTICLE XXVII
Severely Mentally Impaired Summer Program

27.1 Calendar

The summer program is an extension of the regular school year so as to meet the legally required number of instructional days. Bargaining unit member participation in the program shall be voluntary.

July 4 of each year shall be a paid holiday. Seniority credit for these teachers will be a maximum of 183 days per year.

Summer staffing will be determined by student enrollment.

27.2

Work Schedule

The student instructional day shall commence at 8:15 a.m. and end at 12:30 p.m.

The teacher work day shall begin at 8:00 a.m. and end at 1:00 p.m. Within the defined length of day there shall be the following:

Preparation--one block of at least fifteen (15) minutes per day at the beginning of the work day (8:00 a.m. - 8:15 a.m.) and one block of at least thirty (30) minutes per day 12:30 p.m. - 1:00 p.m.) at the end of the work day. Weekly total of two hundred and twenty-five (225) minutes per week.)

27.3

Paraprofessional and Secretary Help

Aides and secretaries shall work the same hours as per professional staff.

27.4

Vacation

Each teacher shall be guaranteed a minimum block of two weeks unpaid vacation. Additional time may be granted upon the prior approval of the immediate supervisor.

Teachers with the highest district seniority on the WWEA Seniority List shall have preference.

Each teacher must submit vacation requests and application to work during the summer part of the program by May 1 of each year. Seniority shall rule when two (2) or more vacation requests conflict. Requests received after May 1 shall be placed at the bottom of the list in the order received.

27.5

Fans

The Board agrees to provide electric fans in an effort to maintain proper ventilation.

27.6

Inclement Weather

If temperatures in the classroom become excessive, classes may be dismissed upon authorization of Administration, with no loss of pay or charge to one's sick leave or personal business bank.

27.7

Teachers who work during the summer program shall receive two (2) additional sick days.

27.8

Salary

Teachers shall be paid biweekly at 85% (.85) of their daily rate. The teacher's daily rate shall be calculated upon their base salary plus credit hours divided by 183 (Teacher's salary + credit hours + 183 x .85.)

27.9

Procedures and Implementations

The following procedures shall be used in the filling of SMI and SXI Summer Program positions, including ancillary staff:

1. The SMI and SXI personnel will be surveyed for full time employment in the summer program, including ancillary staff.
2. Remaining full time positions in the summer program will be posted for filling within the bargaining unit.
3. Personnel outside the bargaining unit may fill full time SMI and SXI summer positions not filled by SMI and SXI and remaining bargaining unit personnel.
4. SMI/SXI and bargaining unit personnel requesting part time work will be used for substitute coverage. This coverage will be scheduled as requested, insofar as possible.
5. Part time personnel will be paid the regular hourly substitute rate.
6. Part time personnel are not eligible for benefits under 27.4 and 27.7.
7. Full time SMI and SXI summer employment is defined as applying to all individuals, including school psychologists, school nurses, social workers, and teachers of art, music and

physical education, working the entire SMI and SXI program, except for the minimum block of two weeks unpaid vacation time and any additional previously approved unpaid vacation time in accordance with Article 27.4.

ARTICLE XXVIII
Staff Deployment for School Closings

28.1

This article will be effected in its entirety prior to the posting, promotion, and transfer procedures defined in Article VIII of the Agreement. In addition, this entire article shall not take precedence over layoff placement procedures stipulated in Article XXX.

28.2

Student enrollment numbers and department grade levels shall be determined in all buildings of the District prior to transferring students from closed buildings to the school(s) assigned to receive them and no later than April 1st.

28.3

Normal building attrition shall be determined by April 1st. Teachers with the most seniority and applicable certification in the District, in the affected building, shall be retained.

28.4

The attrition process shall occur prior to transferring students as a result of closing buildings.

28.5

Teachers surplusd because of attrition and school closings shall be replaced into an assignment pool.

28.6

Teaching schedules in all buildings designated to receive students from closed buildings shall be determined and assigned to staff retaining positions prior to transferring students from closed buildings.

28.7

After completion of staff assignments, students shall be transferred to the schools determined to receive them.

28.8

Staff positions created by the students transferred into a receiving building(s) shall be identified by specific assignment and made available to the teachers from the assignment pool.

28.9

Assignment of teachers to the identified, vacant positions shall be made in descending order of seniority. A teacher may only bid for an assignment for which s/he is certified.

28.10

Teachers not placed shall be assigned as regular teachers without a building (permanent substitutes).

28.11

The parties shall meet to review the seniority list of this pool of permanent substitutes to determine if similarly qualified teachers with less seniority retain assignments as classroom teachers, special service personnel, etc.

28.12

If a more senior teacher is in the permanent substitute pool, s/he shall be offered a position commensurate with certification and major and minors so that the least senior teachers in the District shall ultimately be in the permanent substitute pool.

28.13

Teachers in the permanent substitute pool shall be offered regular positions in descending order of seniority as they become available.

28.14

It is understood that in determining assignments for elementary learning consultants and elementary expressive arts teachers, that these personnel shall be scheduled by the Central Office as in the past.

If attrition dictates loss of staff in each category, the teacher with the least District seniority shall be surplus from the group.

These teachers shall be placed into the assignment pool.

ARTICLE XXIX Seniority

29.1

Seniority will be credited on a daily basis. Each teacher and administrator will receive a day of seniority credit for each day worked (prorated for part-time employees) to the maximum number of teacher work days (183) provided for in Appendix A. Approved absences, whether paid or unpaid, shall be considered as work days. The method of converting previously credited seniority to

the daily seniority system shall be mutually agreed to in a memorandum of understanding between the parties. In the conversion of previously earned seniority credit, the parties agree that a teacher may not improve his/her relative seniority ranking.

29.2

In the circumstances of more than one individual teacher and/or administrator beginning employment on the same date, all individuals so affected will participate in a drawing by lot to determine position on the seniority list. The Employee Services Office will notify the Association of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and WWEA representatives to be in attendance.

29.3

- a. The seniority list shall be published and a copy available with the building principal by September 30 of each school year. Revisions and updates of the seniority list shall be published within 30 days after the commencement of the second semester of each school year. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the WWEA.
- b. The "beginning date of employment" shall be determined by the effective date appearing on the teacher's earliest recorded individual employment contract, which will reflect the first day on the job as a regular contracted teacher. Should there be instances where a teacher's file does not contain a copy of his/her initial employment contract, the teacher's effective date of employment listed in the official minutes of the Board of Education meeting at which the Board of Education voted to hire the teacher shall determine the "beginning date of employment".

A part time teacher shall be placed at the beginning of appropriate seniority grouping when said part time teacher's seniority ranking is adjusted prorata.

A teacher who is part time shall accrue seniority while on leave on a prorata basis during the period of the leave. A part time teacher taking a leave should not accumulate more seniority while on leave than s/he would if s/he continued to part time during the same period.

- c. It is understood that for purposes of layoff, the seniority list as of May 1, of that year will be the one used for placements under Article 32.

29.4

- a. Teachers shall accumulate up to one (1) year of additional seniority for unpaid health, study, parental and general purpose leaves.

- b. Teachers returning from said leave must work a full calendar year before receiving an additional one year of seniority for any future unpaid health, study, parental or general purpose leaves.

29.5

Effective September 1984, a laid off teacher who is recalled and goes on a health, study, parental or general purpose leave or a teacher on such leave who is laid off shall receive no more than one full year's seniority credit for the leave and the layoff.

29.6

Seniority shall be defined as days or fraction of days of in-district service, which are uninterrupted by resignation or discharge.

29.7

During any year in which teacher layoffs are to occur, Administrators who wish to be assigned a position in the bargaining unit must notify the Employee Services Office, with a copy to the Association, in writing by April 1 of each school year. Those who notify the Employee Services Office and the Association of this intent after April 1, will be placed at the bottom of the professional seniority list for assignment.

ARTICLE XXX

Layoff/Placement Process

30.1

The word "layoff" shall mean a necessary reduction in the working force due to a decrease of work or lack of funds.

- a. No teacher shall be laid off pursuant to a necessary reduction in the working force unless said teacher shall have been notified of said layoff at least thirty (30) days prior to the end of the current school year.
- b. For purposes of implementing this subsection, it is agreed that June 30 constitutes the end of a school year. Teachers to be laid off must be notified by June 1 of that year.
- c. Teachers must have on file in the Employee Services Office, by April 1, a verifying letter of actual certification specifying any additional endorsements/certification they have obtained to be eligible for the use of that certification for layoff/placement.

- d. Teachers must have on file in the Employee Services Office, by April 1 a letter or form specifying the area(s) they possess at least 18 hours in a subject field in accordance with Article 32.1

30.2

In the event of layoff, the Board of education will assign staff in accordance with the following guidelines:

Enrollment of students for classes for the following year shall occur prior to the layoff/placement process.

The Board shall then develop, after consultation with WWEA, the proposed educational program for the forthcoming year, identifying the staffing needs for each building. The Board shall provide a list including but not limited to the following categories:

- a. Secondary positions by building and department with study halls indicated.
- b. Elementary positions by building
- c. Expressive Arts positions by department
- d. Special Education positions by department
- e. Specific positions assigned out of Central Administration
- f. Vocational/Technical Center, positions by building

The list of district staff positions shall be published with a copy to the WWEA on the Friday prior to the commencement of the layoff/placement process. All allocations shall hold and not be changed until the beginning of the new school year, unless mutually agreed to by the parties.

30.3

Staff Placement

Beginning with the first name on the seniority list, each individual teacher will be assigned in accordance with the following priority:

- a. Elementary Teacher Placement
 1. Current elementary building; if not available, then--
 2. Another elementary building; if not available, then--
 3. Placement in another assignment for which certified; if not available, then--
 4. If no vacancy remains for which the employee is certified in any building, the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the WWEA.
- b. Secondary Teacher Placement
 1. Current department in current secondary building; if not available, then--
 2. Current department in a different secondary building; if not available, then--
 3. Different department in current secondary building; if not available, then--

4. Different department in a different secondary building, if not available, then--
 5. Placement into any assignment for which certified; if not available, then--
 6. If no vacancy remains for which the employee is certified in any building, the employee will be laid off.
- c. Elementary expressive arts teachers of vocal/instrumental music assigned from central office:
1. Current department, if not available, then--
 2. Current department in a secondary building, if not available, then--
 3. Another department in the same building; if not available, then--
 4. Another department in a secondary building; if not available, then--
 5. Placement into another assignment for which certified; if not available, then--
 6. If no vacancy remains for which the employee is certified in any building, the employee will be laid off.
- d. Elementary expressive arts teachers of art and of physical education assigned from central office:
1. Current department, if not available, then--
 2. Current department in a secondary building; if not available, then--
 3. Another assignment for which certified; if not available, then--
 4. If no vacancy remains for which the employee is certified, the employee will be laid off.
- e. Special Area Teachers (Learning Consultants and others assigned from Central Office)
1. Current placement; if not available, then--
 2. Placement in another assignment for which certified; if not available, then--
 3. If no vacancy remains for which the employee is certified in any building, the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the WWEA
- f. Special education teachers assigned from central office:
1. Current assignment, if not available, then--
 2. Different assignment in the same department; if not available, then--
 3. Different assignment in a different department; if not available, then--
 4. Placement into another assignment for which certified; if not available,
 5. If no vacancy remains for which the employee is certified in any building; the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the WWEA.

For the purposes of this subsection, the following listing of departments shall be department designations:

SMI

SXI

TMI

LD/EI/EMI Self-Contained

POHI

VI

HI

Speech and Language

OT

PT

EIP by LD/EI, MI POHI, Speech and Language, HI sub-departments

Homebound

Nurses

Psychologists

Social Workers

Work/Study Coordinators

Teacher Consultants/Resource Room/Basic Classroom/LD/EI/MI

Teacher Consultants/Resource Room/Basic Classroom/POHI

Teacher Consultants/Resource Room/Basic Classroom/HI

Teacher Consultants/Resource Room/Basic Classroom/VI

g. Vocational/Technical Center Teachers

1. Current assignment, same building; if not available, then
2. Different assignment, same building; if not available, then
3. Current assignment in another building; if not available, then
4. Different assignment in another building; if not available, then
5. Placement into another assignment for which certified; if not available, then
6. If no vacancy remains for which the employee is certified in any building, the employee will be laid off.

30.4

There shall be allocated no less than five (5) High Incident self-contained classrooms.

30.5

The Board will maintain at least one teacher certified in LD/EI, MI, POHI, and Speech and Language in the EIP Department.

30.6

Classifications

a. Part time

The intent of the Board of Education and the WWEA is that all teachers will work full time unless they are twinning or they are hired or recalled to less than a full time assignment.

A full time assignment will be given where seniority rank entitles said teacher to such an assignment. Refusal to accept a full time position under these circumstances shall be interpreted as intent to resign.

b. Current Department

For purposes of placement a .6 assignment or greater in one department, if allocated, shall constitute departmental and/or building rights under the layoff/placement process. If a full time teacher has a current assignment in one department of .6 or greater and is bumped out of his/her building, said teacher shall be entitled to full time (1.0) assignment in his/her current department in another building, seniority permitting.

The parties further agree to continue the current practice of placing a teacher full time into a departmental allocation unless the teacher requests a split assignment or such a placement will necessitate the displacement or layoff of a teacher from the building which would otherwise not have occurred.

c. Dual Assignments

A person currently assigned 50% elementary and 50% secondary teaching assignments will be categorized as an elementary or secondary teacher for purposes of assignment under this article based on a majority of his/her assignment as defined in 32.6e.

d. Split Assignments

An individual with a mix of secondary departments from which a majority cannot be determined (.e.g., .4 social science, .4 English, .2 Math) or one whose secondary sections alternate each semester (e.g., .6 English, .4 social science - Semester 1; .4 English, .6 social science - Semester 2) will be categorized into the department for purposes of assignments under this article based on a majority of his/her historical assignment as defined in 32.6e.

e. Historical Assignments

One's historical assignments will be ascertained by going back one year at a time until a majority can be determined. For this purpose, a .6 assignment shall be the basis for determining a majority of level and/or department.

f. Minimal Displacement

The purpose of minimal displacement is to minimize the number of staff members displaced by the layoff process. When this process necessitates placing a teacher into another assignment, said teacher will be placed into a position occupied by the lowest seniored teacher at the same level and/or department, whose seniority cannot retain that assignment.

If an assignment becomes available after the layoff/placement process which will allow a bumped teacher to return to his/her then current assignment, said teacher shall be returned to that assignment under this subsection. Minimal displacement rights, however, shall cease as of the last Friday in June.

It is agreed that minimal displacement shall supersede Article 7.5.

g. **Assignment Definitions**

When the nature of a teaching assignment is not evident from its title (student advisor, special needs coordinator, etc.) the certification required for said assignment will define the position under the layoff and recall procedure. Said designations will be included on the list of district staff positions as provided for in Article 32.3.

h. **Kindergarten Splits**

Teachers placed into kindergarten assignments in separate buildings shall be entitled to a single assignment for an ensuing school year, unless they desire to continue in an available split kindergarten position.

i. It is agreed that a teacher's list of placement alternatives shall contain the option for kindergarten assignments in separate buildings and secondary split assignments.

j. It is understood that a secondary teacher assigned to more than a single building shall be placed full time into her/his majority department and building if such a full time placement is available at the time of the individual's placement.

k. A teacher returning from a leave of absence and accepting a twinning position shall revert to return from leave status for placement the subsequent school year.

l. When daytime and afternoon/evening shifts are available at the Vocational/Technical Center, the more senior teacher(s) shall be given a day shift assignment.

m. If a teacher is bumped from a current assignment during the layoff/placement process, the teacher's choice of alternative will be honored pursuant to the provisions of Article 30.3 and 30.6.

n. Teachers shall not lose their current assignment rights because they teach computer classes. Both parties agree that there is no computer department at the secondary level.

ARTICLE XXXI
Recall

31.1
Recall

- a. Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- b. A laid off teacher shall be considered laid off until s/he is reinstated in the district. Refusal of an offer from the Board of a position for which s/he is certified, or failure to respond within fifteen (15) days of its receipt to a written offer of a position made by the Board shall be cause for termination.
- c. Notification of a recall shall be in writing with a copy to the WWEA. The notification shall be sent by certified mail to the teacher's last known address.
- d. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

31.2
Special Conditions

A laid off teacher shall, upon application, be granted priority status on the district substitute teacher list.

A laid off teacher may continue his/her health, dental, and life insurance benefits by paying the normal monthly group rates premium for such benefit(s) to the Board if allowed by the insurance carrier.

31.3
Voluntary Reassignment

- a. A voluntary reassignment list shall be developed and finalized by April 1. A teacher from this list will be reassigned to the position requested in order to retain or recall the most senior teacher as possible. Said reassignment will be determined by certification only.

These transfers shall be viewed as just cause under Article 8.4. It is understood, however, that this article shall not supercede Articles 8.6, 8.7, and 8.8.

Teachers applying for a voluntary reassignment shall have the right to reject the reassignment if offered.

The Board shall have the right of selection when 2 or more teachers request a voluntary reassignment to the same position.

- b. If a voluntary reassignment will not result in the recall of a more senior teacher, then teachers shall be recalled from the layoff list by seniority to positions consistent with their certification, and according to the vacancy that exists.

Example: Math opening high school. Teachers 1 through 4 on the layoff list are elementary certificated and 7-8 grades all subjects. Teacher #5 on the recall list is math certified 9-12. Teacher #5 is recalled.

- c. If no teacher with the appropriate certification exists on the layoff list and therefore, no laid off teacher can be recalled, the vacancy or opening will be posted according to Article 8.1 of this Agreement.
- d. If the previous three (3) steps do not result in the recall of a laid off teacher, the Board may hire a new teacher for this position.
- e. It is agreed that voluntary reassignment shall supercede Article 7.5.

31.4

Laid off teachers are obligated to keep the District updated on their current address and phone number.

31.5

Laid off teachers shall retain recall rights unless they refuse or fail to respond within 15 days of receipt of a written offer of a position made by the Board.

Upon the first year of layoff and every year thereafter, the laid off teacher shall indicate his/her intent to remain on the recall list by indicating that intent in writing to the District by June 15th of each year. Failure to do so shall result in removal from the recall list and loss of recall rights.

By May 1 of each year the Board shall send a letter to teachers laid off one year or more notifying them of their obligation under this subsection.

31.6

Definition of Vacancy

The parties agree to the following understanding concerning "vacancy" under Article 8, as well as the recall of laid off teachers in Article 31.1:

1. It shall be mandatory upon the Board to recall teachers to positions vacated because of leaves of absence, terminations, or retirements, when the resulting vacancy occurs prior to the first Monday in April.
2. Teachers on sick leave of absences shall be replaced, provided the teacher submits a doctor's statement confirming s/he will not return for the remainder of the school year: furthermore, provided that the confirmation does not result in a vacancy which takes effect after the first Monday in April.

ARTICLE XXXII Certification

32.1

Placement into or recall to a position, in addition to seniority rights, shall be determined by the valid state teaching certificate(s), endorsement(s), or license(s) held by the employee.

For assignments in elementary art, music, physical education, and grades 7 and 8, the teacher shall possess a minimum of 18 semester hours in the subject field (e.g., a teacher certified 7-8 grades all subjects and assigned to 7-8 grade classes in Geography and American History must possess at least 18 hours in social Science).

32.2

Exclusion of tenure in position

A bargaining unit member, who has not previously attained tenure, under the Michigan Teacher's Tenure Act in a position other than as a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

32.3

When a teacher is displaced from a position for any reason after the commencement of the school year or recalled to a position after the beginning of the school year, s/he shall receive a minimum of one day released time in order to prepare for his/her assignment. Under extenuating circumstances additional time may be granted.

For purpose of clarification:

- o Should an elementary teacher change grade level anytime after the beginning of the school year, this article will apply.
- o Should an elementary teacher go to a single grade level from a split that reflects the minority of the split, this article will apply.
- o Should an elementary teacher go from a single grade level to a split in which the majority of the split is different from this previous assignment this article will apply.
- o At the secondary level, should a majority (.6) of a teacher's full time assignment change, this article will apply.
- o In special education, if a teacher moves from one disability to another, this article will apply. (Example: EMI to SMI)

ARTICLE XXXIII Special Projects

33.1

A Special Projects program shall be defined as any program designed to educate, train, or counsel clients which is funded through federal, state, or local monies obtained through a proposal or grant.

33.2

Special Projects positions shall be posted if a new project represents additional positions for the entire program, or when new funding exceeds 60 days from termination of a project.

Example:

Project "A" expires on September 30 which had five (5) teachers employed and Project "B" commences October 1 and has provisions for six (6) teacher positions. Only one (1) teacher position shall be posted. The remaining positions will be filled via internal movement.

33.3

Project positions filled and held by bargaining unit members will be bargaining unit positions. The term "teacher" as defined in Article I shall apply to these employees. Special Projects positions not filled by WWEA members shall not be bargaining unit positions.

33.4

If more than one (1) qualified applicant has applied for a Special Projects position they will be hired in the following order of preference:

- a. Laid off bargaining unit members
- b. Bargaining unit members currently employed by the WWCSD
- c. Non-bargaining unit applicants

If there is more than one (1) qualified applicant in the same group the most senior will be offered the position.

33.5

If a laid off teacher applies and does not receive the desired position, s/he shall be informed of the reasons why s/he was not given the position. The Association shall also be informed of this reason.

33.6

Special Projects positions shall not be positions for placement under the layoff process.

33.7

Laid off teachers filling Special Projects positions shall not receive seniority for said position, but will retain the same seniority and recall rights as other laid off teachers.

33.8

The Board agrees to consult with the WWEA in the design and content of Special Projects programs as well as the working conditions, job descriptions, wages and fringe benefits of Special Projects positions.

33.9

The Board shall determine the pay scale, working hours, vacation and paid holidays for Special Projects positions. The pay scale, working hours, vacation and paid holidays shall be reviewed annually with the Association.

33.10

The grievance procedure, due process, and just cause provisions in the WWEA/WWCSD contract shall apply for bargaining unit teacher(s) working in Special Projects for the items covered in this article exclusively.

ARTICLE XXXIV
Negotiation Procedures

34.1

At least 150 calendar days prior to the expiration of this Agreement, the parties will likewise open negotiations for a new Agreement covering wages, hours, terms and conditions of employment of the bargaining unit.

34.2

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties their representatives shall attach their signatures to the ratified Agreement within 24 hours of ratification.

34.3

There shall be three signed copies for purposes of record: One retained by the Board, one by the Association, and one by the Superintendent.

34.4

Should the state or federal governments pass energy legislation directly affecting the School District or should the Board contemplate the implementation of any year round school program, the Board agrees to negotiate mutually agreeable amendments to provisions of this Agreement prior to adoption and/or implementation of any such program.

34.5

Addition of certified and/or licensed positions not listed in Article I of this Agreement shall be negotiated with the Association prior to their posting and implementation.

34.6

The parties agree to establish meetings in order to review the collective bargaining agreement and to keep it updated, where needed. If changes are agreed upon, the parties will amend the contract in accordance with each parties' internal procedures.

ARTICLE XXXV
Miscellaneous Provisions

35.1

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent term contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established Board policies.

35.2

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall be continued in full force and effect.

35.3

The parties agree that they shall in no way discriminate against employees because of their race, color, religious creed, sex, marital status, national origin or ancestry.

The Board is and will continue to be non-discriminatory in its treatment of all persons in its employment.

35.4

All applicable conditions and benefits contained herein shall be provided to and for part time teachers in the same manner and/or at the same levels as for full time teachers except as specifically limited in other provisions of this Agreement.

ARTICLE XXXVI
School Improvement Planning/Site Based Decision Making

36.1

It is hereby agreed by and between the undersigned parties that with respect to the responsibility contained in P.A. 25 of 1990 (MCL 380.1277) to adopt and implement a 3 to 5 year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement

between them govern as to the wages, hours and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process, except by mutual agreement of the undersigned Board of Education and Association, executed in writing.

- A. School Improvement Planning/Site Based Decision Making is a collaborative process which seeks to improve both the quality of education and the quality of work life within the school.
- B. As a necessary part of School Improvement Planning/Site Based Decision Making, each school may have a staff team. The Team may be composed of the entire staff or elected representative(s), volunteers and administrator(s).
- C. Participation on the team is voluntary.
- D. Decisions of the Team will be made by consensus. Consensus is not defined as a "rule of the majority". If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would continue on both sides until consensus is reached, or until it becomes clear that no agreement is possible.
- E. Team recommendations must be approved by at least 75% of the staff before implementation (unless the entire staff is on the Team).
- F. In the absence of Team consensus decisions, buildings will operate in accordance with the collective bargaining agreement, administrative practices, rules/regulations and Board Policies.
- G. Components of School Improvement Planning/Site Based Decision Making shall include:
 - o Developing a mission statement
 - o Conducting a needs assessment
 - o Developing need-based programs
 - o Developing goals based on outcomes for all students
 - o Developing curriculum based upon the goals
 - o Program evaluation processes
 - o Staff development needs
 - o School climate
- H. Team decisions may differ from and/or expand upon; but may not be in conflict with the District School Improvement Plan.
- I. Team decisions which deviate from Board policy and/or rules and regulations, must be approved by the Board or its designee.
- J. Team decisions which deviate from the collective bargaining agreements must be approved by the parties.
- K. Efforts will be made for building teams to meet within the contractual day.

36.2 Flex Time

The parties agree that flex time will be a process that may be utilized to provide for inservice developed and recommended by building school improvement teams and approved by 75% of the building staff (unless the entire staff is on the building school improvement team).

Implementation of flex time will be developed and approved through building school improvement teams.

Example: An elementary building approves a 2 hour inservice after school. Prior to the inservice, teachers in the affected building will report to work 8:50 a.m. rather than at 8:20 a.m. for four (4) work days (30 minutes x 4 = 120 minutes or two hours) as compensation for the 120 minute or two hour inservice.

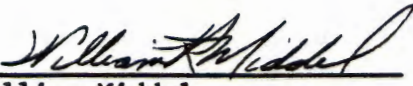
ARTICLE XXXVII
DURATION OF AGREEMENT

This Agreement shall be effective August 31, 1992, and shall continue until August 29, 1994.

WAYNE-WESTLAND EDUCATION
ASSOCIATION



William Reece
President

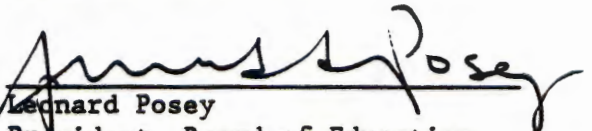


William Middel
Vice-President

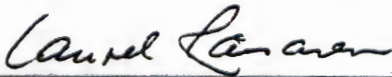


Robert S. Kowalczyk, Ph. D.
Executive-Secretary

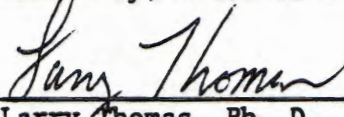
WAYNE-WESTLAND COMMUNITY SCHOOLS
BOARD OF EDUCATION



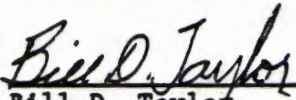
Leonard Posey
President, Board of Education



Laurel Raisanen
Secretary, Board of Education



Larry Thomas, Ph. D.
Superintendent



Bill D. Taylor
Associate Superintendent of
Employee Services

DATED: SEPTEMBER 28, 1992

APPENDIX A

1992-93 SCHOOL YEAR CALENDAR

<u>August</u>		<u>DI</u>	<u>ADI</u>
31	Teachers Only		
<u>September</u>			
1	am Teachers Only/ pm Instruction	1	1
2	am Instruction/ pm Teachers Only	1	2
3	Instruction	1	3
4	Instruction (am Kdg Conf)	1	4
7	Labor Day		
8	Instruction (pm Kdg Conf)	1	5
9-10	Instruction	2	7
11	Instruction (am Kdg Conf)	1	8
14	Instruction (pm Kdg Conf)	1	9
15-17	Instruction	3	12
18	Instruction (am Kdg Conf)	1	13
21-25	Instruction	5	18
28	Instruction (pm Elem Insrv)	1	19
29-30	Instruction	2	21
		(21)	(21)
<u>October</u>			
1-2	Instruction	2	23
5-6	Instruction	2	25
7	Instruction (pm Sec Insrv)	1	26
8-9	Instruction	2	28
12	Fall Recess		
13-16	Instruction	4	32
19-21	Instruction	3	35
22	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	36
23	Instruction (HS Comp Day)	(1)	37
26-28	Instruction	3	40
29	Instruction (JHS Conf 3:00 - 5:30, 6:30 - 9:30)	1	41
30	Instruction	(1)	42
		(21)	(42)

November

2	Instruction	1	43
3	Instruction (pm Elem EP)	1	44
4-6	Instruction	3	47
9-11	Instruction	3	50
12	Secondary Instruction (Elem Conf)	(1)	51
13	Secondary Instruction (Elem Comp Day)	(1)	52
16-20	Instruction	5	57
23-25	Instruction	3	60
26-27	Thanksgiving Recess		
30	Instruction	1	61
		(19)	(61)

December

1-6	Instruction	4	65
7-9	Instruction	3	68
10	Instruction (am Elem EP)	1	69
11	Instruction	1	70
14-18	Instruction	5	75
21-26	Christmas Recess		
28-31	Christmas Recess		
		(14)	(75)

January

1	Christmas Recess		
4-8	Instruction	5	80
11-15	Instruction	5	85
18-19	Instruction	2	87
20	instruction (Sec am Exams/pm Records)	1	88
21	Instruction (Sec am Exams/pm Records)	1	89
22	Instruction (Sec am Exams/pm Records)	1	90
	SEMESTER ENDS		
25-29	Instruction	5	95
		(20)	(95)

February

1-3	Instruction	3	98
4	Instruction (am Elem Insrv)	1	99
5	Instruction	1	100
8-12	Instruction	5	105
15-19	Instruction	5	110
22-26	Mid Winter Recess		

		(15)	(110)
<u>March</u>			
1-5	Instruction	5	115
8-12	Instruction	5	120
15-19	Instruction	5	125
22-24	Instruction	3	128
25	Instruction (Elem pm and evening conf JHS Conf 3:00 - 5:30, 6:30 - 9:30)	1	129
26	Instruction (Elem pm/Comp Day JHS Comp Day)	(1)	130
29-31	Instruction	3	133
		(23)	(133)
<u>April</u>			
1	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	134
2	Instruction (HS Comp Day)	(1)	135
5-8	Instruction	4	139
9	Good Friday		
12-16	Easter Recess		
19	Instruction	1	140
20	Instruction (am Elem EP)	1	141
21-23	Instruction	3	144
26-30	Instruction	5	149
		(16)	(149)
<u>May</u>			
3-7	Instruction	5	154
10-11	Instruction	2	156
12	Instruction (pm Sec Insrv)	1	157
13-14	Instruction	2	159
17	Instruction (am Elem EP)	1	160
18-21	Instruction	4	164
24-27	Instruction	4	168
28	Memorial Recess		
31	Memorial Day		
		(19)	(168)
<u>June</u>			
1-4	Instruction	4	172
7-8	Instruction	3	175
10	Instruction (am Elem EP)	1	176

11	Instruction	1	177
14-15	Instruction	2	179
16	Instruction (Sec am Exams/pm Records)	1	180
17	Instruction (Sec am Exams/pm K-12 Records)	1	181
18	Instruction (Sec am Exams/pm k-12 Records)	1	182
		(14)	(182)

DI = Days of Instruction
ADI = Accumulated Days of Instruction

APPENDIX B

1993-94 SCHOOL YEAR CALENDAR

<u>August</u>		<u>DI</u>	<u>ADI</u>
30	Building Planning	0	0
31	District Inservice	0	0
		(0)	
<u>September</u>			
1	am Teachers Only/ pm Instruction	1	1
2	am Instruction/ pm Teachers Only	1	2
3	Instruction (am Kdg Conf)	1	3
6	Labor Day		
7	Instruction (pm Kdg Conf)	1	4
8-9	Instruction	2	6
10	Instruction (am Kdg Conf)	1	7
13	Instruction (pm Kdg Conf)	1	8
14-16	Instruction	3	11
17	Instruction (am Kdg Conf)	1	12
20-24	Instruction	5	17
27	Instruction (pm Elem Insv)	1	18
28-30	Instruction	3	21
		(21)	
<u>October</u>			
1	Instruction	1	22
4-5	Instruction	2	24
6	Instruction (pm Sec Insv)	1	25
7-8	Instruction	2	27
11	Fall Recess		
12-15	Instruction	4	31
18-20	Instruction	3	34
21	Instruction (JH Conf 3:00 - 5:30, 6:30 - 9:30)	1	35
22	Instruction (JH Comp Day)	(1)	36
25-27	Instruction	3	39
28	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	40
29	Instruction (HS Comp Day)	(1)	41
		(20)	

November

1	Instruction	1	42
2	Instruction (pm Elem EP)	1	43
3-5	Instruction	3	46
8-10	Instruction	3	49
11	Sec Instruction (Elem Conf)	(1)	50
12	Sec Instruction (Elem Comp Day)	(1)	51
15-19	Instruction	5	56
22-24	Instruction	3	59
25-26	Thanksgiving Recess		
29-30	Instruction	2	61
		(20)	

December

1-3	Instruction	3	64
6-8	Instruction	3	67
9	Instruction (am Elem EP)	1	68
10	Instruction	1	69
13-17	Instruction	5	74
20-24	Christmas Recess		
27-31	Christmas Recess		
		(13)	

January

3-7	Instruction	5	79
10-14	Instruction	5	84
17-18	Instruction	2	86
19	Instruction (Sec: am Exams/pm Records)	1	87
20	Instruction (Sec: am Exams/pm Records)	1	88
21	Instruction (Sec: am Exams) (pm K-12 Records)	1	89
	SEMESTER ENDS		
24-28	Instruction	5	94
31	Instruction	1	95
		(21)	

February

1-2	Instruction	2	97
3	Instruction (am Elem Insv)	1	98
4	Instruction	1	99
7-11	Instruction	5	104
14-18	Instruction	5	109
21-25	Mid-Winter Recess		
28	Instruction	1	110
		(15)	

March

1-4	Instruction	4	114
7-11	Instruction	5	119
14-16	Instruction	3	122
17	Instruction	1	123
	(HS Conf 3:00 - 5:30, 6:30 - 9:30)		
18	Instruction	(1)	124
	(HS Comp Day)		
21-23	Instruction	3	127
24	Instruction	1	128
	(JH Conf 3:00 - 5:30, 6:30 - 9:30)		
25	Instruction	(1)	129
	(JH Comp Day)		
28-31	Instruction	4	133
		(23)	

April

1	Good Friday		
4-8	Easter Recess		
11-15	Instruction	5	138
18	Instruction	1	139
19	Instruction (am Elem EP)	1	140
20	Instruction	1	141
21	Instruction	1	142
22	Instruction	1	143
25-29	Instruction	5	148
		(15)	

May

2-6	Instruction	5	153
9-10	Instruction	2	155
11	Instruction (pm Sec Insv)	1	156
12-13	Instruction	2	158
16	Instruction (am Elem EP)	1	159
17-20	Instruction	4	163
23-27	Instruction	5	168
30	Memorial Day		
31	Instruction	1	169
		(21)	

June

1-3	Instruction	3	172
6-8	Instruction	3	175
9	Instruction (am Elem EP)	1	176
10	Instruction	1	177
13-14	Instruction	2	179
15	Instruction	1	180
	(Sec: am Exams/pm Records)		
16	Instruction	1	181

APPENDIX C

EXTRA WORK/EXTRA PAY SCHEDULE

HIGH SCHOOL

	Percent
Head Coach	
Football	12.5
Basketball	10.0
Swimming	10.0
Wrestling	10.0
Baseball	8.0
Softball	8.0
Track	8.0
Cross Country	7.0
Gymnastics	10.0
Tennis	6.0
Volleyball	10.0
Golf	4.0
Synchronized Swimming	4.75

Assistant & Junior Varsity Coaches

Football Head J.V.	9.5
Basketball Head J.V.	8.5
Football V. Asst	8.25
Swimming	8.0
Football J.V. Asst	7.5
Wrestling	7.5
Baseball Head J.V.	6.0
Track	6.0
Softball	6.0
Gymnastics	7.5
Volleyball	7.5
Synchronized Swimming	3.0

Other

Marching Band Director	10.5
Planetarium	9.0
Intramurals	8.5
Varsity Trainer and Equipment Manager	8.5
Paper	8.0
Swim Club	8.0
Debate	7.5
Weightlifting	7.5
Yearbook	7.0
Operetta-Musical	6.5
Cheerleaders	6.0
Forensics	5.5
Swim Club Asst	5.0
Wardrobe Manager	4.5
Photographer	4.0

Dramatics (per production)	3.5
Sophomore Class Sponsor	3.5 1st B.A. Min
Junior Class Sponsor	3.5 3rd B.A. Min
Senior Class Sponsor	3.5 5th B.A. Min
Summer Band Camp	2.5
Vocal Music Director	5.0
Dance Director	4.0

JUNIOR HIGH SCHOOL

	Percent
Head Coach	
Football	7.0
Basketball	6.0
Wrestling	6.0
Baseball	5.25
Softball	5.25
Swimming	5.25
Gymnastics	5.0
Track	5.0
Volleyball	5.0

Assistant Coach	
Football	5.0
Basketball	5.25
Wrestling	5.0
Swimming	5.0
Baseball	4.5
Gymnastics	4.5
Track	4.5
Softball	4.5
Volleyball	4.5

Other	
Intramurals	7.5
Dramatics (per production)	3.5
Operetta - Musical	6.5
Cheerleading	5.5
Paper	4.5
All-City Junior High Band	4.25
All-City Junior High Orchestra	4.25
Yearbook	4.0
Wardrobe Manager	3.5
Photographer	2.0
Set and Stage Manager	3.5
Forensics	3.5
Vocal Music Director	5.0
Instrumental Programs	2.0

ELEMENTARY

Safety Patrol Sponsor	4.5
Service Squad Sponsor	4.5
All-City Elementary Orchestra or Band	4.25
All-City Elementary Chorus	4.25
School Paper	2.0
Student Council	2.0

DISTRICT WIDE

ECOS Director	9.0
Nature Center Director	6.0
Camping Program Director	6.0
Cafeteria Supervisor	6.4 of 1st B.A. Min
Special Olympics Chairperson	7.5
Special Olympics Coordinators (s)	6.5

ALTERNATIVE EDUCATION PROGRAMS

Senior Class Sponsor	2.0
Newspaper	2.0
Intramurals	2.0

CADRE

Junior High	\$9.00 Single
	\$12.00 Double
High School	\$9.00 Single
	\$12.00 Double
8th-9th Grade Basketball	\$9.00 Single
	\$12.00 Double
8th-9th Grade Track and Field	\$9.00 per meet
9th Grade Football	\$9.00 per game
Junior High Baseball	\$9.00 per game
Junior High Wrestling	\$9.00 per meet
Junior High Swimming	\$9.00 per meet
High School Basketball	\$12.00 per night
High School Football	\$12.00 per game
High School Track and Field	\$12.00 per meet
High School Baseball	\$12.00 per game
High School Wrestling	\$12.00 per meet
High School Swimming	\$12.00 per meet
High School Tennis	\$12.00 per league meet

APPENDIX D
Regular Education Initiative

Regular Education Initiative (REI), also known as Inclusive Education, is hereby defined as integrating all special education students into general education. The parties recognize this conceptual procedure as an alternative to the more commonly accepted and generally more desirable practice of placing special education students into the Least Restrictive Environment.

REI for Wayne-Westland is herein defined as serving the population of SXI, SMI, AI, Severe EI, and Severe POHI

Parents or the legal guardians of students in special education seeking information regarding the concept of REI for initiating the procedure are to contact the Student Services Department of the Wayne-Westland Community Schools.

The following procedure will be adhered to in all parental or legal guardian requests for consideration of the REI process.

1. The parent/guardian of the student shall place a specific request in writing. Such request shall include rationale for the placement and expectations from the placement.
2. A Multidisciplinary Evaluation Team, consisting of, but not limited to, the potentially involved instructional staff, an Association Representative, and appropriate ancillary staff, shall meet to review the parent request, gather information, test and evaluate, and determine the appropriateness of the request.
3. The recommendation of the MET shall be forwarded to the IEP Committee.
4. Prior to any REI placement, the Employer will provide, upon request, inservice training to the teacher regarding the instruction and behavioral management of handicapped students in the regular education classroom setting, including, but not limited to, the differing approaches, problems and techniques to be utilized with varying handicapped conditions.

The Student Services Department will provide awareness information to all involved staff, students, and their parents/guardians regarding placement of handicapped student(s) in that building. These activities shall be provided to assure that the school climate is receptive to the placement to minimize undue problems for all involved staff.

5. The student's IEPC will specify and provide for immediate availability of all supplementary aids, support personnel and other related services deemed necessary by the MET to

satisfactorily achieve educating the student in the regular education class.

The handicapped student's participation in the regular education class will not significantly disrupt or have a negative impact on the education process for either the handicapped student or the other students in the class.

6. Evaluation of the placement shall be immediate and ongoing.

APPENDIX E
Marshall Substitute Bank Plan

This plan is designed to provide for hourly substitute coverage at the junior high school and senior high school (excluding Voc/Tech) levels. The program is voluntary on the part of teachers and administration.

1. The plan will be operational from the opening of the school year through the month of May of that school year.
2. Teachers volunteering to participate in the program must realize that they must accept substitute assignments unless s/he has notified the principal before school that day. The reason for such notification must be for a valid purpose.
3. The following teachers can volunteer to participate in the program:
 - a. All classroom teachers
 - b. Counselors
 - c. Media staff

In the case of counselors and media staff, they must declare the hour of the day at the time of sign up that they will be available for substituting.

4. Teachers participating in the program will bank time in lieu of pay. This banked time will be used by the teacher as compensatory time.
5. Teachers will take a full day off from work for every six (6) hours of banked time. Teachers may only take full days of compensatory time.
6. The maximum accumulation of banked time shall not exceed twelve (12) hours.
7. If, at the end of May, the teacher has less than six hours of banked time, the teacher will be paid at the contracted hourly rate on the last regular pay date for this time.
8. No compensatory time will be taken after the end of the month of May or preceding or following a holiday/recess period and gaming days.
9. Coverage of classes under this program will be approved and assigned by the building administrator.

Teachers not participating in this program will be paid in accordance with Article 24.7 for hourly substituting.

APPENDIX F

Wayne-Westland Community Schools
Westland, Michigan
Larry J. Thomas, Ed.D., Superintendent

PERSONNEL OBSERVATION & EVALUATION

Teacher _____ Date _____

Subject(s) _____ Grade _____ Building _____

Principal _____ Evaluation Number _____

Probationary Year 1 _____
Probationary Year 2 _____
Final Probationary Evaluation _____
Tenure Evaluation _____

I. TEACHER PLANNING**COMMENTS:**

A. Recognition of and provision for individual differences
 Reflects sensitivity to the structure of knowledge.
 Shifts procedures when pupil disinterest is apparent.
 Provides for range of individual differences through materials and class organization.
 Shows skill in selecting and organizing resources for instruction.
 Makes selective use of available resources - human and material.
 Makes assignments that are clear, meaningful, and fitted to individual students.
 Bases plans on continuous appraisal of pupil needs.
 Records are maintained and used appropriately.

B. Develops good lesson plans
 Adequate short range plans
 Adequate long range plans

C. Program Balance
 The values and contributions of the content area are emphasized.
 Gives due emphasis to all aspects of the curriculum.
 Appropriate emphasis is given to safety practices.

D. Teacher goals
 Has immediate and long range goals.
 Has goals related to attitude and behavior change.
 Classroom goals are related meaningfully to pupil goals.

excellent good average weak unsatisfactory

II. MOTIVATION AND PRESENTATION**COMMENTS:**

A. Presentation style
 Gives clear, concise directions.
 Preparation made in advance on teaching situation.
 Provides for individual assistance.
 Challenges students to participate in discussion.
 Reviews desired goals.
 Lessons include overview, main body, and summary.
 Uses appropriate emphasis in oral presentation.
 Begins presentation of new material at the familiar level.
 Uses concrete examples.
 Circulates among the students as they work.

II. MOTIVATION AND PRESENTATION (Cont.)**COMMENTS:****B. Relations with students**

Is basically consistent.

Relates to students in a cheerful and enthusiastic manner.

Develops good work habits in students.

Encourages peer acceptance.

Uses direct approach when subtle attempts fail.

Works increasingly toward pupil self-direction.

Encourages self-evaluation.

C. Selection of appropriate materials

Makes assignments which provide for examination of varied levels of materials.

Interprets learning problems and uses test data appropriately.

Modifies plans to fit needs of the situation.

excellent

good

average

weak

unsatisfactory

III. CLASSROOM MANAGEMENT**COMMENTS:****A. Emotional atmosphere**

Helps students experience success.

Maintains fair, firm, and friendly atmosphere.

Helps pupils develop sensitivity to rights and feelings of others.

Shows warmth and respect.

Exhibits a sense of humor.

Gives favorable recognition to pupil contributions.

B. Physical environment

Visual indications of the total classroom program.

Provides for physical needs.

Establishes and follows reasonable housekeeping procedures.

excellent

good

average

weak

unsatisfactory

IV. EVALUATION**COMMENTS:**

A. Provision for self-evaluation-- teacher and pupil.
 Helps pupils recognize their progress.
 Rewards student effort and achievement.
 Evaluates own teaching performance objectively.
 Uses appropriate questions to measure past learning.

excellent good average weak unsatisfactory

V. PERSONAL ATTRIBUTES**COMMENTS:**

Evidence of continued professional growth.
 Shows willingness to accept suggestions.
 Evidence of contributions to profession as a whole.
 Communicates well in both written and oral forms.
 Professional image reflects responsible attitude.
 Appearance reflects professional image and good taste.
 Emotionally stable.
 Eager and enthusiastic.
 Positive approach with pupils
 parents
 colleagues

excellent good average weak unsatisfactory

VI. DEGREE OF PROFESSIONAL PARTICIPATION**COMMENTS:**

a. As a member of the staff
 b. With parents
 c. Effort

excellent good average weak unsatisfactory

VII. OVERALL APPRAISAL

excellent good average weak unsatisfactory

Tenure _____ Recommended for
tenure _____
Continuing toward
tenure _____
Non-Tenure _____ Not recommended
for tenure _____

Comments:

Teacher and Date

Director of Elementary or Secondary
Education and Date

Principal and Date

Superintendent of Schools and Date

Wayne-Westland Community Schools
TENURE TEACHER EVALUATION INSTRUMENT

1. Exhibits evidence of pre-planning for classroom activities.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

2. Is dependable.

COMMENTS:

Unsatisfactory
Satisfactory

3. Follows prescribed administrative procedures and rules (*records, etc.*).

COMMENTS:

Unsatisfactory
Satisfactory

4. Provides a class environment which encourages learning.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

5. Communicates ideas/information clearly within the classroom.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

6. Maintains and/or seeks to improve subject matter competency.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

7. The method and amount of instruction is appropriate to the class.

COMMENTS:

- Unsatisfactory
- Satisfactory
- Good
- Outstanding

8. Provides for student individualization within the time limits of the working day.

COMMENTS:

- Unsatisfactory
- Satisfactory
- Good
- Outstanding

9. Teacher's overall performance.

COMMENTS:

- Unsatisfactory
- Satisfactory
- Good
- Outstanding

I have reviewed this evaluation:

Employee Services

Teacher Signature

Employee Services

Teacher Social Security Number

Instruction and Planning

Administrator/Evaluator Signature

RAMS DOSF

School

Date Signed

COUNSELOR EVALUATION INSTRUMENT

1. Exhibits evidence of organization for effective use of time.

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

2. Is dependable.

UNSATISFACTORY SATISFACTORY

COMMENTS:

3. Follows prescribed administrative procedures and rules (records, etc.)

UNSATISFACTORY SATISFACTORY

COMMENTS:

4. Provides a positive counseling environment.

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

5. Communicates ideas/information clearly to staff and students.

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

6. Maintains and/or seeks to improve professional competencies.

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

7. Uses methods and techniques of counseling appropriate to age group.

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

8. Provides for individual differences of students within the timelines of the working day.

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

9. Counselor's over-all performance:

UNSATISFACTORY SATISFACTORY GOOD OUTSTANDING

COMMENTS:

I have reviewed this evaluation.

Teacher

Evaluator

School

Date signed

Wayne-Westland Community Schools
TENURE STUDENT SERVICES TEACHER EVALUATION INSTRUMENT

1. Exhibits evidence of pre-planning for instructional activities.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

2. Is dependable.

COMMENTS:

Unsatisfactory
Satisfactory

3. Follows prescribed administrative procedures and rules (*records, etc.*).

COMMENTS:

Unsatisfactory
Satisfactory

4. Provides environment which encourages student growth.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

5. Maintains and/or seeks to improve subject matter competency.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

6. The method and amount of instruction is appropriate to the class.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

7. Provides for student individualization within the timelines of the working day.

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

8. Effectiveness in:

a. Child Study Meetings

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

b. IEPC Meetings

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

c. Teacher conferences

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

d. Choosing appropriate evaluative instruments

COMMENTS:

Unsatisfactory
Satisfactory
Good
Outstanding

9. Organizes and schedules professional responsibilities within the timelines of the working day.

COMMENTS:

- Unsatisfactory
- Satisfactory
- Good
- Outstanding

10. Teacher's over-all performance:

COMMENTS:

- Unsatisfactory
- Satisfactory
- Good
- Outstanding

I have reviewed this evaluation:

Staff Member

Evaluator

School

Date Signed

Employee Services

Employee Services

Instruction and Planning

RAMS DOSF

